



# **BOARD OF TRUSTEES MEETING**

**July 16, 2020**

**EAST CENTRAL COLLEGE**  
**BOARD OF TRUSTEES MEETING AGENDA**  
**12 p.m.    <https://zoom.us/j/96509479363>**

		Action <sup>1</sup>	Discussion	Information
1.	CALL TO ORDER			
2.	APPROVAL OF AGENDA (Consent Agenda: Agenda items of a routine nature will be marked with an asterisk [*] located immediately before the item. Unless a Board member requests an item be removed for discussion, the agenda will be approved upon a motion and a second of the Board and unanimously adopted and shall have the same validity as if each action were separately moved, seconded and adopted. Any item removed upon request of a Board member will be taken up in its regular place on the agenda.)	4 Votes		
3.	*APPROVAL OF MINUTES	4 Votes		
4.	TITLE IX REGULATIONS UPDATE			X
5.	PURCHASE PRE-AUTHORIZATION	4 Votes		
6.	FY21 BUDGET	4 Votes		
7.	COLLECTIVE BARGAINING AGREEMENT	4 Votes		
8.	BANK RESOLUTION	4 Votes		
9.	REPAIRS TO BRIDGE BETWEEN BUESCHER HALL AND SHOOK STUDENT CENTER			X
10.	*PERSONNEL A. Appointment	4 Votes		
11.	ADJOURNMENT	Simple Majority		

<sup>1</sup>RSMo Section 178.830 states, in part: "...A majority of the Board constitutes a quorum for the transaction of business, but no contract shall be let, teacher employed or dismissed, or bill approved unless a majority of the whole Board votes therefor."

**EAST CENTRAL COLLEGE  
BOARD OF TRUSTEES MEETING  
July 16, 2020**

**AGENDA ITEM 1: CALL TO ORDER**

The regular meeting of the Board of Trustees will be called to order by Board President Ann Hartley.

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Section 1, Page 1

**East Central College**

1964 Prairie Dell Road, Union, Missouri 63084  
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**EAST CENTRAL COLLEGE  
BOARD OF TRUSTEES MEETING  
July 16, 2020**

**AGENDA ITEM 2: APPROVAL OF AGENDA**

**Recommendation:** To **approve** the agenda for the July 16, 2020 Board of Trustees meeting.

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Section 2, Page 1

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## **Agenda Item 2: Approval of Agenda**

### Consent Agenda Items for July 16, 2020:

Approval of Minutes  
Personnel

Matters to be brought before the Board of Trustees at such meeting of which the President has been notified in accordance with the bylaws and upon which consideration and action may be taken by the Board are included in the agenda for the meeting. Any matters not on the agenda of a regular meeting may be considered unless objected to by any Board member present.

Such items of a routine nature placed on the agenda will be marked with an asterisk (\*) located immediately before the item on the agenda. When Item 3, Consent Agenda, is reached at a meeting, the President of the Board will read all items so marked, and all items not requested to be removed shall, upon a single motion of any Board member, seconded by any other Board member, and unanimously adopted, be deemed to have been duly adopted with the same validity as if each action were separately moved, seconded, and duly adopted.

**EAST CENTRAL COLLEGE  
BOARD OF TRUSTEES MEETING  
July 16, 2020**

**AGENDA ITEM 3: \*APPROVAL OF MINUTES**

**Recommendation:** To **approve** the minutes of the June 8, 2020 regular meeting and the July 2, 2020 special meeting of the Board of Trustees.

Attachments

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Section 3, Page 1

**East Central College**

1964 Prairie Dell Road, Union, Missouri 63084  
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**EAST CENTRAL COLLEGE  
BOARD OF TRUSTEES MEETING  
Monday, June 8, 2020**

**CALL TO ORDER:** The regular meeting of the Board of Trustees was called to order at 5:30 p.m. by Board President Ann Hartley. Other Board members present were Joseph Stroetker, Prudence Johnson, Cookie Hays, Eric Park and Audrey Freitag. Also present were President of the College Jon Bauer; Administrators – Vice President of Academic Affairs Robyn Walter, Vice President of External Relations Joel Doecker, and Interim Vice President of Student Development Paul Lampe; Faculty Members – Associate Professor of Health Information Management Stephanie Buchholz, Mathematics Instructor Reg Brigham, Associate Professor of English Linda Barro, and Assistant Professor of English Sue Henderson; Other Staff – Executive Director of Institutional Effectiveness Michelle Smith, Foundation Executive Director Bridgette Kelch, Human Resources Director Wendy Hartmann, Rolla Campus Director Christina Ayres, Executive Assistant to the President Bonnie Gardner, Director of Communications & Marketing Gregg Jones, Director of Information Technology Doug Houston, Coordinator of Campus Life & Leadership Emily Lewis, Director of Financial Services Annette Moore, Director of Institutional Research Bethany Lohden, Purchasing Manager Melissa Popp, Research Analyst Dana Riegel, Director of Facilities and Grounds Tot Pratt, ECC Rolla Assistant Director Jenni Crosby, Instructional Design Specialist Karen Klos, Technical Support Technician Dee Gibbs, Payroll Specialist Carol Bailie, Foundation Specialist Angie Siebert, Facilities Administrative Assistant Julie Apperson, Cashiers Laura Hemker and Sandra Love, Student Services Specialists Bethany Herron, Peggy Reeves, and Amy Sisk; Association Officers - Faculty Association President Jenifer Goodson, ECC-NEA President Aaron Bounds, Professional Staff President Jenny Kuchem, and Classified Staff President Hannah Domino. Also present was Kristen Dragotto from the *Missourian*

***The meeting was held via Zoom due to the current COVID-19 pandemic and social distancing orders. The Zoom link was included on the published agenda.***

**APPROVAL OF AGENDA:** Each item on the consent agenda shall be deemed to have been duly approved with the same validity as if each action were separately moved, seconded and adopted.

**Motion:** To **approve** the agenda for the June 8, 2020 meeting of the Board of Trustees.

*Motion by Eric Park; Seconded by Cookie Hays; Carried Unanimously*

**\*APPROVAL OF MINUTES:** The Board approved the minutes of the May 4, 2020 regular meeting of the Board of Trustees.

**OATH OF OFFICE AND SEATING OF NEW BOARD MEMBERS:** Board President Ann Hartley noted that no election was held since both incumbents were unopposed. The oath of office was administered to incumbent Board members Joseph Stroetker, representing Subdistrict #1, and Ann Hartley, representing Subdistrict #2, by Board Recording Secretary Bonnie Gardner as follows:

***I do solemnly swear that I will support and defend the Constitution of the United States and the State of Missouri, and that I will faithfully demean myself in the office of Trustee of the Junior College District of East Central Missouri.***

Ms. Gardner thereupon recognized the newly re-elected members as members of the Board of Trustees, and they shall henceforth be entitled and qualified to perform the duties of the office of members of the Board of Trustees.

**ELECTION OF BOARD OFFICERS:** Board President Ann Hartley invited nominations for the offices of President, Vice President, Treasurer and Secretary of the Board.

Ann Hartley was nominated by Cookie Hays and elected Board of Trustees President by a unanimous vote.

Joseph Stroetker was nominated by Eric Park and elected Board of Trustees Vice President by a unanimous vote.

Cookie Hays was nominated by Ann Hartley and elected Board of Trustees Secretary by a unanimous vote.

Eric Park was nominated by Prudence Johnson and elected Board of Trustees Treasurer by a unanimous vote.

Bonnie Gardner was nominated by Cookie Hays and appointed Board of Trustees Recording Secretary by a unanimous vote.

**TREASURER'S REPORT AND FINANCIAL REPORT:** Dr. Bauer reviewed the financials as of April 30, 2020. He noted that the increase in tuition and fees reflected the tuition increase approved last year by the Board, and the state aid figure reflects FY20 withholdings implemented by the governor.

**Motion:** To **approve** the treasurer's report, the financial report, and the payment of bills subject to the annual audit.

*Motion by Eric Park; Seconded by Prudence Johnson; Carried Unanimously*

**ACCEPTANCE OF BID:** Dr. Bauer noted that the current sound system is predominantly the original system from when the theatre was built and is in need of upgrades. In addition, the frequency for the wireless mics will no longer be used due to FCC changes. The College rents facilities (mainly the theatre and training center) to the public and that income goes into a Fund 40 account so funds can go back into the facilities. There is approximately \$267,000 in that account which is reserved for capital purchases.

**Motion:** To **accept** the bid from Innovative Solutions to replace the sound system in the theatre at a cost of \$88,939.66, to be funded from the Facilities Rental Budget.

*Motion by Audrey Freitag; Seconded by Cookie Hays; Carried unanimously*

**PRE-AUTHORIZATION OF GRANT FUNDED PURCHASES:** The Board was reminded that this recommendation is presented annually due to the need to purchase items in a timely manner prior to the start of fall semester.

**Motion:** To **authorize** in advance items to be purchased with state vocational enhancement grant funds and other state or federal grant funds in order to facilitate purchases that need to be made prior to the start of the fall semester.

*Motion by Joseph Stroetker; Seconded by Eric Park; Carried unanimously*

**PROFESSIONAL SERVICES CONTRACTS:** It was noted that contracts for legal and auditing services are subject to the Board's annual approval.

**Motion:** To **approve** the renewal of professional service agreements for FY21 as follows:

Legal Services	Tueth, Keeney, Cooper, Mohan & Jackstadt, P.C. St. Louis, MO
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Auditing Services KPM, Springfield, MO

*Motion by Cookie Hays; Seconded by Prudence Johnson; Carried unanimously*

**INSURANCE BROKER:** Dr. Bauer indicated this is the last year of the contract with J.W. Terrill; a Request for Proposals will be issued later in the fiscal year for services in FY22.

**Motion:** To **approve** the continuation of J.W. Terrill as the College's insurance benefits consultant for FY21 at an annual cost of \$30,000.

*Motion by Audrey Freitag; Seconded by Joseph Stroetker; Carried unanimously*

**FACILITIES LEASES:** Dr. Bauer noted the increase at Rolla North was anticipated as it is part of the original lease agreement.

**Motion:** To **approve** the renewal of off-campus leases for fiscal year 2021 as follows:

Rolla Technical Center

509 Forum Drive, Rolla \$145,530.00 annually (*no change*)

Rolla North

2302 North Bishop, Rolla \$115,523.40 annually (*increase of \$4,443.12*)

*Motion by Joseph Stroetker; Seconded by Audrey Freitag; Carried unanimously*

**VENDING CONTRACTS:** Vending services were bid with only two companies responding. The recommended contracts each have optional one-year renewals.

**Motion:** To **approve** three-year contracts with Pepsi-Cola, New Haven, MO as the beverage vendor with a commission of 48% for bottled beverages and 35% for canned beverages and Krueger Vending, Sullivan, MO as the snack vendor with a commission of 23.75%. Both contracts will have three optional one-year renewals.

*Motion by Eric Park; Seconded by Cookie Hays; Carried unanimously*

#### **BOARD POLICIES:**

**A. APPROPRIATE FACULTY/STAFF/STUDENT RELATIONSHIPS** – Dr. Bauer stated that this policy was introduced last month and there have been no changes. It was developed in conjunction with general counsel and has been recommended to the Board by the Shared Governance Council.

**Motion:** To **delete** Procedure 5.4.10 Appropriate Supervisory Relationships and **adopt** Board Policy 4.48 Appropriate Faculty/Staff/Student Relationships as attached.

*Motion by Cookie Hays; Seconded by Audrey Freitag; Carried unanimously*

**B. ACADEMIC HONORS** – Dr. Bauer noted this policy is another recommendation from the Shared Governance Council. The College serves a large number of part-time students and this policy would provide a mechanism to recognize those students for academic achievement, which would encourage them to persist.

**Motion:** To **waive** the second reading and **adopt** revised Board Policy 3.10 and the associated procedures, as attached, to create a Deans List to recognize part-time students and institute graduation honors recognition levels.

*Motion by Cookie Hays; Seconded by Eric Park; Carried unanimously*

**BUDGET:**

- A) UPDATE** – Dr. Bauer provided an update on development of the FY21 budget. The biggest variable is state aid. Initially, one month of state aid was withheld. Last week he was informed that an additional month of aid is being withheld. Over \$800,000 has now been withheld for FY20. As preparations are underway for FY21, a precise number for state aid withholding has not been provided. Governor Parson recently indicated that state aid will be reduced at the beginning of FY21 by an amount comparable to the FY20 withholds. It is hoped that there will be no further withholdings later in the year. Federal funds cannot be used to replace lost revenue; they can only be used for unanticipated expenses related to COVID-19. If the restrictions on those resources would change, that would change the budget picture.

The College's other stream of revenue is tuition. New tuition rates were approved in February prior to the impact of the pandemic. It is hoped that more clarity will be provided regarding state aid prior to the end of June. Enrollment is also difficult to project due to the significant impact on the enrollment cycle. Currently students are being assisted remotely on an appointment basis. On June 9, decisions will be made regarding the next phase of campus reopening. While enrollment for fall is down significantly from last year, trend lines indicate it may be feasible to maintain even enrollment with much hard work.

- B) FURLOUGHS** - Due to the significant decline in state aid, a recommendation is being presented to furlough full-time employees. A revenue decline of \$848,352 is hard to make up when 75% of the budget is dedicated to personnel costs. The proposal presented targets a 5% reduction in payroll costs for a savings of \$433,587; it has been shared with the leadership of all employee groups as well as the Shared Governance Council. The proposal calls for one furlough day per month for all employees, including administrators. Recognizing there are enhanced unemployment benefits available through July 25, employees will be allowed to take as many days as feasible during June and July to access those benefits. The College will continue to pay employee insurance coverage. This means the College will enter the new fiscal year without layoffs assuming there are no other significant changes to revenue.

Open positions will not be filled unless approved by the president. This would provide an additional \$351,630 in personnel savings. The balance of the withholdings (\$63,135) will need to come from non-personnel line items. The reduced wages would not become the new base salary for employees; any increases going forward would use the current salary as the base in calculations. The College will help employees with filing and will schedule staff to ensure services for students continue to be provided. Following the Board's approval, this plan will be shared with all employees.

Board members expressed regret at the need for such action, but felt the plan was fair and responsible. They expressed appreciation that Dr. Bauer has evaluated the situation and been very transparent in presenting all information available at this point in time. Dr. Bauer stated he will be engaged with employees to ensure all questions are answered. He noted that faculty and administration will be discussing how to appropriately apply the furlough days since faculty are not currently under contract and most hold nine-month contracts rather than twelve-month.

**Motion:** To **approve** the furlough of all full-time employees for one day per month from June 2020 through June 30, 2021 with the option to take all 12 furlough days from June 2020 through July 24, 2020 and with employee insurance benefits maintained by the College throughout the furlough time.

*Motion by Eric Park; Seconded by Joseph Stroetker; Carried unanimously*

- C) EMERGENCY AUTHORITY** – The College’s response to COVID-19 is related to the public health objective and addressing the fiscal impact. In March, the Board provided authority to Dr. Bauer to make necessary decisions. That authority ends in approximately a week but there are a lot of decisions yet to be made in terms of operations for the rest of summer and for fall semester. Dr. Bauer recommended extending his authority through August to provide the ability to make decisions necessary through the beginning of fall semester. He noted that the Board will be informed as decisions are made.

**Motion:** To **extend** through August 31, 2020 the emergency authority granted to the College president that was approved on March 20, 2020 to enable appropriate decision-making in response to COVID-19 and the resulting financial impact to East Central College.

*Motion by Eric Park; Seconded by Audrey Freitag; Carried unanimously*

**\*PERSONNEL:** The Board **approved** the appointment of Tanner French as Accounting/Business Instructor effective August 17, 2020 with an annual salary of \$41,400; the appointment of Nancy Mitchell as Dean of Health Sciences effective July 1, 2020 with an annual salary of \$87,598.55; and the appointment of Alison Tucker as Retention Coordinator effective July 1, 2020 with an annual salary of \$43,000. The Board also **approved** changes to the list of adjunct faculty approved at the May 4 Board meeting as outlined in the attached memorandum.

**BOARD PRESIDENT’S REPORT:** Ms. Hartley assured those present that Dr. Bauer has been very transparent in communicating all he knows from statewide meetings, the governor and other sources. She expressed thanks to everyone for the extra work taken on in recent months, particularly Annette Moore, Paul Lampe and Megen Strubberg who have stepped up in the absence of vice presidents.

**REPORTS:**

- A. FACULTY ASSOCIATION** – Association President Jenifer Goodson reported that Reginald Brigham will be taking over as president in August. Other officers are Tracy Mowery, vice president and Shaun Roberson, secretary/treasurer. Three faculty members have completed degrees: Tim Derifield, Masters; Jenifer Goodson, Bachelors; Connie Wissbaum, Doctorate. Ms. Goodson commended all faculty for their work to ensure students completed the spring semester successfully.
- B. ECC-NEA** – NEA President Aaron Bounds announced that he has replaced Adam Watkins, and Sue Henderson is now serving as vice president. Discussions continue with Dr. Bauer and Faculty Association officers regarding the implementation of furloughs for faculty.
- C. PROFESSIONAL STAFF ASSOCIATION** – Association President Jenny Kuchem reported that Lisa Farrell presented at the MOBIUS virtual conference. Dana Riegel has replaced Paul Lampe as the association’s secretary; Lesley Peters is the new Shared Governance Council representative.
- D. CLASSIFIED STAFF ASSOCIATION** – Hannah Domino introduced herself as the new association president. She noted that other officers are Kim Aguilar, vice president; Bethany Herron, treasurer; and Angie Siebert, secretary.

**PRESIDENT’S REPORT:** Dr. Bauer stated that, despite all the change this spring, the focus across campus was on students and helping them successfully complete the semester. The College conferred 342 degrees and certificates; an increase of almost 12% over last year. Increasing this number is part of the Strategic Plan. Enrollment will be a continued focus.

June 9 is the date when decisions will be made related to Phase 2 of reopening campus, which begins July 1. One decision already made is the cancellation of the summer musical in July; there has been no decision on the late August production. Staff are still awaiting word from the NJCAA regarding how fall sports will proceed. The next milestone will be a final decision on July 14 regarding how instruction will be delivered for fall semester. The schedule is being reviewed to determine if modifications to the academic calendar are needed.

CARES Act funding includes allocations to be provided for students who experienced COVID-19 related expenses as well as funds to reimburse the institution for additional expenses related to the pandemic. Approximately \$800,000 is earmarked for students; at this point \$191,700 has been awarded to 381 students. Staff are contacting students who are eligible to encourage them to apply.

The ECC Nursing Program has been recognized as the fourth best program in Missouri by RegisteredNursing.org.

Scott Breckenkamp has been named by the ECC Foundation as the Outstanding Alumni for 2020.

A series of Zoom meetings are being offered to allow students and parents to talk with Dr. Bauer, Vice President Walter, and student services staff about college attendance in the fall. ECC staff will answer questions to help students/parents decide whether ECC is the best choice for them.

**ADJOURNMENT OF PUBLIC SESSION/ENTER INTO EXECUTIVE SESSION:**

**Motion:** To **adjourn** the June 8, 2020 public Board of Trustees meeting and enter into executive session per RSMo2004, Section 610.021 (2) Real Estate and (3) Personnel at 6:43 p.m.

*Motion by Joseph Stroetker; Seconded by Audrey Freitag; Carried Unanimously.*

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President, Board of Trustees

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Secretary, Board of Trustees

**EAST CENTRAL COLLEGE  
BOARD OF TRUSTEES MEETING  
Thursday, July 2, 2020**

**CALL TO ORDER:** The special meeting of the Board of Trustees was called to order at 5:30 p.m. by Board President Ann Hartley. Other Board members present were Joseph Stroetker, Cookie Hays, Eric Park and Audrey Freitag. Also present were President of the College Jon Bauer; Administrators –Vice President of External Relations Joel Doecker and Interim Vice President of Student Development Paul Lampe; Faculty Members – Associate Professor of Health Information Management Stephanie Buchholz; Other Staff –Foundation Executive Director Bridgette Kelch, Human Resources Director Wendy Hartmann, Rolla Campus Director Christina Ayres, Executive Assistant to the President Bonnie Gardner, Director of Communications & Marketing Gregg Jones, Director of Financial Services Annette Moore, and Cashier Laura Hemker; Association Officers - Professional Staff President Jenny Kuchem. Also present was Kristen Dragotto from the *Missourian*

*The meeting was held via Zoom due to the current COVID-19 pandemic and social distancing recommendations. The Zoom link was included on the published agenda.*

**APPROVAL OF AGENDA:** Each item on the consent agenda shall be deemed to have been duly approved with the same validity as if each action were separately moved, seconded, and adopted.

**Motion:** To **approve** the agenda for the July 2, 2020 meeting of the Board of Trustees.

*Motion by Audrey Freitag; Seconded by Eric Park; Carried Unanimously*

**INTERIM FY21 BUDGET AND FY21 STAFFING PLAN:** Dr. Bauer noted that a more detailed budget will be completed by the July 16 meeting, but it is important to adopt the staffing plan and an interim budget now to provide authority to issue contracts and timely payments. He shared an interim budget that projects a small growth in local revenue and anticipates carrying forward the state aid withholdings from FY20. Some additional federal funds provided by the CARES Act and funneled through the governor's office will be provided. This includes \$20-\$24 million for the higher education sector through the Governor's Emergency Education Relief fund (GEER), funds for COVID-19 mitigation and technology funds. It is uncertain how the GEER funds will be allocated or what amount will be provided via the other two funding allocations. The budget also assumes a 5% decrease in enrollment for FY21, which is more conservative than earlier projections.

The salaries & benefits projection takes into consideration the required furloughs. Some days were taken in June, so not all days are accounted for in FY21. This figure also takes into consideration open positions that will not be filled. Insurance costs are projected at a 15% increase; renewal trends will be higher this year, in part due to COVID-19. Travel is budgeted lower than in FY20 since professional development expenses account for a large part of the travel budget and many conferences will be canceled. The interim budget projects just under \$300,000 in revenue over expenses. There is a possibility of additional withholdings during the year. Flexibility is needed to account for that possibility.

Although the Board has already acted on administrative and professional staff along with full-time faculty through approval of the intention to reemploy personnel in those positions, the staffing plan is presented to include the appointment of all staff. Action on the interim budget and the staffing plan provides the ability to issue payments according to the interim budget and to issue personnel contracts.

**Motion:** To **approve** the FY21 interim operating budget and the staffing plan for FY21 as presented.

*Motion by Eric Park; Seconded by Cookie Hays; Carried Unanimously*

**ADJOURNMENT:**

**Motion:** To **adjourn** the July 2, 2020 public Board of Trustees meeting at 5:53 p.m.

*Motion by Audrey Freitag; Seconded by Joseph Stroetker; Carried Unanimously.*

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President, Board of Trustees

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Secretary, Board of Trustees

**EAST CENTRAL COLLEGE  
BOARD OF TRUSTEES MEETING  
July 16, 2020**

**AGENDA ITEM 4: TITLE IX REGULATIONS UPDATE**

Kate Nash of Tueth, Keeney, Cooper, Mohan & Jackstadt P.C. will present information related to the new Title IX regulations that go into effect on August 14, 2020.

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Section 4, Page 1

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**EAST CENTRAL COLLEGE  
BOARD OF TRUSTEES MEETING  
July 16, 2020**

**AGENDA ITEM 5: PURCHASE PRE-AUTHORIZATION**

**Recommendation:** To **authorize** President Jon Bauer to accept the lowest and best bid for the upgrade of audio-visual equipment in classroom HH286, to be funded with CARES Act monies.

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Section 5, Page 1

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**EAST CENTRAL COLLEGE  
BOARD OF TRUSTEES MEETING  
July 16, 2020**

**AGENDA ITEM 6: FY21 BUDGET**

**Recommendation:** To **approve** the general operating budget for FY21 as presented.

*(The budget is being finalized and will be sent to you under separate cover.)*

7/16/2020

Section 6, Page 1

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**EAST CENTRAL COLLEGE  
BOARD OF TRUSTEES MEETING  
July 16, 2020**

**AGENDA ITEM 7: COLLECTIVE BARGAINING AGREEMENT**

**Recommendation:** To **approve** the negotiated Collective Bargaining Agreement with the ECC-NEA regarding salary, benefits and working conditions for the 2020-2021 fiscal year.

Attachment

7/16/2020

Section 7, Page 1

**East Central College**

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## **ECC-NEA CBA Executive Summary - 2020-2021**

*Please use this document as a supplement to close reading of the CBA. This document highlights some of the minor and significant changes to the CBA this year.*

### **Article VII: Faculty Employment Contracts**

- *Updates and clarifies language involving portfolio creation/submission and the continuing contract process.*

### **Article X: Faculty Workload**

- *Clarifies work week and work day expectations.*
- *“Reassigned Time” and “Off-Contract Work”: Defines and clarifies reassigned time during the academic year and compensated off-contract work (Articles X and XI).*
- *Balance online courses with face-to-face courses.*
- *First-year faculty will have a reduced load in their first semester.*

### **Article XI: Special Projects**

- *See 3 and 12: clarified process.*

### **Article XII: Department Chair Duties**

- *Article was agreed upon last year, but not updated in the CBA (error). It was reviewed and slightly updated by current department chairs and dean, and was put into the CBA properly.*

### **Article XVII: Faculty Development**

- *For FY21 only, the Faculty Professional Development Fund will be reduced to \$15,000 in order to offset furloughs (see Article XXXV).*

### **Article XVIII: Committee Assignment and Work**

- *Clarifies college committee classifications and faculty commitments (mandatory or "extra" committee work, which could be connected to Special Project language if the extra work justifies it); first-year faculty do not formally serve on a committee--instead, they attend first-year faculty workshop with the Vice President of Academic Affairs and will visit various committees.*

- *Grants reassigned time to committee chairs that are directly related to HLC and Strategic Plan commitments: Portfolio, Curriculum Council, Instructional Assessment.*
- *Removed previous “common meeting time”/activity period (see Supplemental Letter A).*

#### **NEW: Article XXI: Sabbatical Leave**

- *New guidelines and timelines allow potential for faculty sabbaticals (it points to Board Policy-- Educational Leave--but is faculty-specific); a supplemental letter ensures a work group will work on more specificities (process, etc.).*

#### **Article XXVII: Salary**

- *No raise to base; commitment to Budget Committee representation and shared governance.*
- *Stipends for off-contract work (preparing courses to be delivered in alternative/remote ways in Fall and Spring).*

#### **Article XXVIII: Reduction in Force (RIF)**

- *Updated with work group's recommendations; clarification on dates/language.*

#### **NEW: Article XXXIV: Contingent Instruction Adjustments**

- *Codifies faculty’s rights and responsibilities in emergency situations (from decision-making to adjusting teaching).*

#### **NEW: Article XXXV: Furloughs**

- *Please read this article carefully. Each faculty member will have an individualized spreadsheet to meet their 5% base pay reduction. Through a combination of options that best suit the faculty member’s situation, each faculty member will arrive at that 5% reduction over the course of the academic year.*

#### **Glossary of Terms**

- *The complete glossary was not inserted into last year's CBA (error). This will be the complete agreed-upon glossary.*

## **Appendix A: Supplemental Letters of Agreement**

### **Common Activity Period**

*A work group will attempt to propose a common activity period for scheduling purposes.*

### **Certification Designation for CTE**

*A work group will work on equivalencies of CTE certifications that would be equivalent to academic degrees for hiring/promotion.*

### **Faculty Role in Advising**

*A work group will work on creating/codifying faculty roles in student advising in keeping with the Guided Pathways commitment.*

### **Diversity, Equity, and Inclusion Training**

*A work group will study and make recommendations for diversity and inclusion training/workshops for faculty, in keeping with the college's Nondiscrimination Policy, Diversity Strategic Plan Value, and Social Responsibility ISLO.*

### **Sabbatical Leave**

*This work group will build on the Sabbatical article to create a well-defined process for application, prioritizing/choosing, and responsibilities post-sabbatical.*

## **Appendix E: Faculty Honorarium Request Form**

- *A form has been added to the appendix--much like the Special Projects Request Form--that will make it easier for faculty to apply for honorariums and for the VP's office to keep track of these requests.*

# **AGREEMENT**

**between the**

**JUNIOR COLLEGE DISTRICT  
OF EAST CENTRAL MISSOURI**

**and the**

**EAST CENTRAL COLLEGE  
NATIONAL EDUCATION ASSOCIATION**

**July 1, 2020 to June 30, 2021**

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## **ARTICLE I: AGREEMENT AND RECOGNITION**

1. This Agreement represents the results of collective bargaining between the authorized representatives of the Board of Trustees of East Central College (hereinafter referred to as “the College”) and the authorized representatives of the East Central College National Education Association (hereinafter referred to as “ECC-NEA” or “the Union”). This Agreement covers salaries, benefits, and working conditions for the faculty bargaining unit. This Agreement will remain in effect until June 30, 2021 subject to applicable law and the rights of the Board of Trustees.
2. Board Policy provisions and other applicable procedures not expressly included in this Agreement are considered in full force and effect unless specifically contrary to provisions of this Agreement. The parties agree that the terms of this Agreement shall be maintained in full force and effect during its term and may be modified only by mutual written agreement between the parties.
3. The College recognizes ECC-NEA as the official bargaining representative for all regular full-time faculty members employed by East Central College, subject, however, to the constitutional right of individual employees to communicate with the Board of Trustees and to petition for redress of grievances. “Regular full-time faculty members employed by East Central College” refers to faculty members whose annual reassigned time is less than 60 percent and whose remuneration is funded primarily by institutional funds rather than external sources such as a grant (“grant-funded positions”). The Board directs the President of the College and/or their designees as the representatives of the Board of Trustees to carry on good-faith negotiations with representatives of ECC-NEA in matters relating to salaries, benefits, and working conditions of regular full-time faculty members.
4. It is the desire and commitment of the parties to maintain educational and working environments in which the parties have mutual value and respect for each other. Furthermore, the parties agree to collaborate, through the principles of shared interest, in promoting continuous improvement in the quality of education to create optimal experiences for students, faculty, staff, and the community.

## **ARTICLE II: ECC-NEA RIGHTS**

1. The ECC-NEA shall be permitted to hold meetings and conduct ECC-NEA business on College property and to use College facilities at reasonable times when such facilities are not otherwise in use and/or when such use will not disrupt or interfere with the operation of the College, including but not limited to scheduled meetings, activities, or functions at which faculty members are expected to attend. Scheduling of facilities will be required. Use of College property and facilities is subject to all applicable College policies, procedures, and guidelines.
2. The ECC-NEA shall have the right to reasonable and ordinary use of College equipment including computers, fax, voicemail, email, duplicating or printing equipment, and audio-visual equipment, but solely for local ECC-NEA purposes. Use of College equipment is subject to all applicable College policies, procedures, and guidelines.

3. The ECC-NEA shall be allowed reasonable and ordinary use of mailboxes, mail, and other communications systems for communicating with full-time faculty on matters related to local ECC-NEA purposes. Usage is subject to all applicable College policies, procedures, and guidelines.
4. The College shall make available upon written request to the College President or their designee, and without cost to the ECC-NEA names, campus addresses, campus telephone numbers, and campus email addresses of all College full-time faculty members within a reasonable time after the beginning of the contract year. The same information will be provided with regard to faculty members hired during the contract year within a reasonable time following their employment. This information shall be provided in an electronic format, if available. To the extent that information requested is already available on-line, the College shall direct the ECC-NEA to the appropriate URL or link.
5. The ECC-NEA will be provided with an official Board Packet for all Board meetings and be included on the Board agenda. ECC-NEA shall be accorded the same rights to attend Board meetings and address the Board as any other employee organization for the purpose of reporting on activities and events conducted by the Union. ECC-NEA shall not use this time to conduct matters related to negotiations.
6. The ECC-NEA will be provided, upon written request to the College President or their designee, information that is available and relevant to the negotiation process, subject to the limitations of the Missouri Open Records Law.
7. The ECC-NEA shall be entitled to representation on each College committee whose composition includes Bargaining Unit Members and whose purpose is primarily or exclusively related to wages, benefits, and working conditions, such as Insurance, Rank and Promotion, Educational Leave, Shared Governance Council, Facilities Advisory, and Budget.

### **ARTICLE III: BOARD AND ADMINISTRATION RIGHTS**

It is recognized that the East Central College Board of Trustees and its Administration have and continue to have all managerial rights and prerogatives, including the responsibility and authority to manage and direct all operations and activities of the College, including the right to schedule and assign work and work locations, to the fullest extent authorized by law and in any manner or decision they shall deem appropriate; to determine, establish, promulgate, and/or change policies and procedures related to the faculty in any manner it shall deem appropriate; and that this responsibility and authority is limited only by that which violates an express provision of this Agreement.

### **ARTICLE IV: NON-DISCRIMINATION/NON-RETALIATION**

The College shall not discriminate or retaliate against any faculty member on the basis of membership in or the failure to join the East Central College affiliate of the National Education Association or any other employee union organization. Faculty application forms and oral interview procedures shall not refer to membership in or preference for ECC-NEA or any other

employee union organization. The College Board of Trustees and/or Administration reserve the exclusive right to make legitimate business decisions on behalf of the institution, provided that those decisions are not made on the basis of membership in the ECC-NEA.

## **ARTICLE V: FACULTY QUALIFICATIONS**

1. Faculty qualifications are defined in job descriptions for positions. East Central College shall follow the guidelines and requirements of the Higher Learning Commission (the regional accrediting body) and program accreditors, if applicable, in determining appropriate academic and experiential qualifications.
2. Each full-time faculty member shall be assigned at hire a primary discipline. More than one primary discipline may be assigned if required qualifications are met. Faculty must meet the qualifications required to teach any assigned course at East Central College. Assignments of teaching will be made based on such qualifications.

## **ARTICLE VI: ACADEMIC FREEDOM AND RESPONSIBILITIES**

The College endorses the principle of academic freedom as defined in Board Policy 5.6: “East Central College, as an academic community, promotes learning characterized by free inquiry, open discussion and thoughtful communication. Academic freedom is a tenant of such instruction and essential to the purpose of higher education. Faculty and students must be free to examine ideas in an environment without institutional censorship.” The College recognizes the principle of academic freedom as stated above and supports the following:

1. Faculty are members of a learned profession, representatives of the institution and citizens of the larger community. As a member of a learned profession and a representative of the institution, a faculty member, in exercising “free inquiry, open discussion, and thoughtful communication” should at all times be accurate, show respect for the opinions of others, and make every effort to indicate that they do not speak for the institution.
2. The principles of academic freedom and their inherent responsibilities are applicable to all full-time faculty, to all adjunct faculty, and to all students.

## **ARTICLE VII: FACULTY EMPLOYMENT CONTRACTS**

1. Written employment contracts shall be executed for full-time faculty, per Board policy 5.15 “Employment Contracts – Faculty.” Each written employment contract will include, but not be limited to start date, end date, total number of contract days, job title, salary, any special conditions, assignment, or terms associated with the position.
2. Reappointed faculty not returning a signed contract to the designated College official by the designated date will be considered to have declined the College’s offer of employment and/or voluntarily vacated the position, and College-funded medical, vision, dental, and life insurance benefits will be terminated effective at the end of the contract. Any alteration made to the contract by the faculty member will void the contract.

### 3. Faculty Contract Classifications

- a. **Limited Term Contract:** A limited term contract may be executed for a semester, academic year, or fiscal year and will automatically terminate at the end of the contract. This classification may be used for grant funded positions, temporary replacement for a full-time faculty member, the startup phase of a new program, a program in the process of being discontinued, or as otherwise deemed necessary by the President of the College.
- b. **Annual Contract:** An annual contract is considered probationary and may be given annually for regular full-time faculty positions. Each annual contract shall show a date when employment ends; reappointment to a subsequent annual contract is not automatic and is contingent upon satisfactory evaluations and appropriate recommendations. Faculty may receive up to five consecutive annual contracts prior to being considered for a continuous contract.
- c. **Continuous Contract:** A continuous contract may be recommended for a faculty member under annual contract, but only after the employee has been employed full-time as faculty in the same discipline, or a secondary discipline as approved by the College, for a total of five years. Faculty who begin service with a mid-year contract, and are subsequently employed through an annual contract, may be considered for continuous contract upon completion of ten consecutive spring and fall semesters.

### 4. Faculty Contracts

- a. Service under limited term and annual contracts may be combined and applied to the five-year period of time required for consideration for continuous contract; however, a faculty member must be employed under an annual contract at the time of consideration for continuous contract. In order to be considered for continuous contract, the faculty shall complete and submit a professional portfolio to the Vice President of Academic Affairs. The deadline for submitting the professional portfolio will be established by the Portfolio & Credentialing committee. An evaluation of the faculty member's instructional effectiveness will be made by the Dean and the Vice President of Academic Affairs. If the evaluation is satisfactory and the program is to continue, the faculty member will be recommended for a continuous contract in the sixth year by the Vice President of Academic Affairs, subject to approval of the College President and Board.
- b. Faculty who change disciplines at the request of the College may be granted credit toward continuous status for employment under limited term or annual contracts in the prior discipline.
- c. Faculty who move from a teaching contract to a non-teaching contract at the request of the College shall be granted credit toward continuous contract status for employment under a limited term or annual contract held prior to the non-teaching position if they subsequently return to a teaching position with no break in service to the College. Time served in a non-teaching position will not be counted toward continuous contract status. In no instance shall a limited-term contract lead directly to a continuous contract.

5. Faculty Non-Reappointment

- a. The decision to not reappoint a full-time faculty member employed under a Limited Term Contract or an Annual Contract shall be made by the College President after consideration with the Vice President of Academic Affairs. These decisions will normally be made prior to April 15, but in no event after the start of the new contract year, in accordance with Board Policy 5.15.8 “Full-Time Faculty Non-Reappointment.”
- b. The decision for non-reappointment of a faculty member on an Annual Contract shall be based upon overall evaluation of the faculty member or lack of program continuation. A Reduction in Force shall be administered according to Article XXIX: Reduction in Force.
  - i. If instruction-related areas of concern exist, the faculty member should be notified as soon as they are evident and as part of the evaluation process. Corrections of the deficiencies shall be made immediately in accordance with a plan developed by the instructor, Dean, and the Vice President of Academic Affairs. If the instruction-related deficiencies continue, action shall be taken for non-reappointment. If the faculty member’s performance deficiencies are not instruction-related, no prior notice or improvement plan is needed prior to non-reappointment.
  - ii. Non-reappointment for an annual contract shall be made upon the recommendation of the Dean, the Vice President of Academic Affairs, and the President of the College.
  - iii. Affected faculty may submit a written appeal to the Board of Trustees. The Board of Trustees may review the documents relating to the appeal and decide the matter, or it may hold a hearing. The decision of the Board will be final.
- c. Unless otherwise stated or terminated for cause by the Board of Trustees in accordance with due process procedures (BP 5.2.4), a Limited Term or Annual Contract automatically terminates at its end date.
- d. The decision to not reappoint a full-time faculty member employed under a Continuous Contract shall be made by the Board of Trustees upon the recommendation of the Vice president of Academic Affairs and the President of the College. These decisions will be no later than April 15. Affected employees shall be notified as far in advance as possible, preferably by March 1 but no later than April 15.
- e. A continuous contract shall continue in effect for an indefinite period, subject only to:
  - i. Retirement of the faculty member,
  - ii. Modification by a succeeding Continuous Contract (compensation, terms of employment, or date modifications),
  - iii. Death of the faculty member,
  - iv. Resignation of the faculty member,

- v. Termination for cause by the Board of Trustees in accordance with due process procedures (BP 5.2.4),
  - vi. Revocation of appropriate/required certification or required licensures,
  - vii. Conviction of a felony or behavior that is violent or harmful to others,
  - viii. Non-reappointment due to program suspension or change in program status,
    - 1. Non-reappointment for a continuous contract based on changes in program status shall be made by the Board of Trustees upon the recommendation of the President of the College with input from the Dean and Vice President of Academic Affairs.
    - 2. If necessary, a reduction in force shall be carried out in accordance with Article XXIX: Reduction in Force.
  - f. Non-Reappointment due to deficiencies in performance, if instruction-related areas of concern exist, the faculty member should be notified as soon as they are evident. Corrections of the deficiencies shall be made immediately in accordance with a plan developed by the instructor, the Dean, and the Vice President of Academic Affairs. If deficiencies continue within one semester after notification, action shall be taken for non-reappointment. If circumstances warrant, the faculty member shall be offered a limited term contract of one year.
  - g. Non-Reappointment due to Financial Exigency, if contract non-renewal is the result of financial exigency, the faculty positions discontinued due to financial exigency will not be filled within a two-year period by replacement(s) nor will temporary full-time positions be created.
  - h. Faculty whose Continuous Contracts are not renewed may submit a written appeal to the Board of Trustees. The Board of Trustees may review the documents relating to the appeal and decide the matter, or it may hold a hearing. The decision of the Board will be final.
6. Faculty Employment Contract Resignations
- a. Faculty resignations tendered to be effective at the end of the current contracted term may be submitted to the Vice President of Academic Affairs and the Director of Human Resources; such resignations do not require Board approval.
  - b. Faculty resignation tendered with an effective termination date that occurs during the current contracted term must be submitted to the President of the College with no less than thirty (30) working days' advance notice. The Board of Trustees may accept the resignation upon the recommendation of the President of the College. College-funded medical, vision, dental, and life insurance benefits will be terminated effective the end of the month of the contracted term or the end of the month in which employment is severed, if within the contracted term.

- c. A faculty member's resignation or release from a current contract on less than thirty (30) working days' advance notice may be granted due to extenuating circumstances but will require approval by the College President and Board of Trustees.

## **ARTICLE VIII: JOB DESCRIPTIONS**

1. Faculty will receive a copy of their job description with their contract. Faculty Job Descriptions are on file and available in the College's Human Resources office. All full-time faculty are expected to fulfill the duties of their Faculty Job Description.
2. For changes to job descriptions, affected full-time faculty will be notified in a timely manner and changes will become effective with the beginning of the next faculty contract.
3. Changes in job description may be necessary within the current contract year. In such cases, changes will be made with mutual consent between the Administration and the affected full-time faculty. Administration reserves the right to immediately implement job description changes required by law, regulation, or for purposes of accreditation with or without mutual consent.

## **ARTICLE IX: SENIORITY**

1. Definitions
  - a. Institutional Seniority – Years of full-time service with the institution.
  - b. Faculty Seniority – Years of full-time faculty service at the institution.
  - c. Department Seniority – Years of full-time service in a department.
2. Seniority helps determine aspects of workload and continued employment.
  - a. Faculty seniority as maintained on the Seniority Rotation Roster may be used for overload class selection, summer/intersession class selection, and variable workload assignments (see Article X: Faculty Workload). Implementation of the Seniority Rotation Roster will be determined by the faculty and Department Chairs of each department. For seniority terms related to reduction in force, see Article XXIX Reduction in Force.
  - b. Seniority for the Seniority Rotation Roster will be determined on the following basis:
    - i. Seniority in Primary Discipline
      1. Faculty seniority begins from the individual's starting date of continuous full-time employment as a faculty member and will be computed on the basis of full-time service to the College from the initial date of hire.
      2. Department seniority shall begin with the date of assignment to a primary department or academic area in which the faculty is qualified to teach, as defined in Article V: Faculty Qualifications.

3. Conflict of seniority among faculty members with the same beginning date of continuous employment shall be resolved by reference to their initial contract, using the chronological order in which their contracts were signed.
- ii. Seniority in Secondary Discipline
1. If, at the time of hire, a faculty member is qualified as defined by Article V: Faculty Qualifications to teach in a secondary discipline, even if that faculty member does not initially teach in that discipline, they may select overload course(s) in that secondary discipline as determined by the method for overload selection within that discipline.
  2. If, subsequent to the initial date of employment, a faculty member becomes qualified/credentialed to teach in a second discipline, one half of the previously accrued department seniority in the primary discipline up to a maximum of ten years will be counted for determining placement on the Seniority Rotation Roster in the secondary discipline.
  3. If a faculty member is transferred to a different department at the request of the College, they shall carry their department seniority into the new department or academic area.
  4. If a faculty member requests and is granted a transfer to a different department, they will be credited with one half of the previously accrued seniority up to a maximum of ten years to be used for purposes of determining placement on the Seniority Rotation Roster as it relates to the new department. Should the faculty member return to the original department, they will be credited with one half of the department seniority up to a maximum of ten years accrued in the new department plus all previous years of department seniority.
  5. Once a secondary credentialed field is approved and established for a faculty member (as defined in Article V: Faculty Qualifications), and after attribution of department seniority in the secondary field, the faculty member continues to accrue department seniority in the secondary field as long as they remain a full-time faculty.
- c. Seniority in non-teaching duties. For the purposes of this section, working a day or more in a month shall count as one month.
- i. In the event a full-time faculty on continuous contract is assigned to full-time non-teaching duties (administration, professional staff, etc.), they shall be removed from the Seniority Rotation Roster but continue to accrue faculty seniority for up to a maximum of 36 months. Employees returning to full-time teaching within that 36-months shall be credited any accrued months in non-teaching duties plus all previous time served as faculty and placed back in the rotation roster by seniority.



- ii. For employees remaining in the non-teaching position after that 36 months, faculty seniority will cease to accrue. In the event the employees return to full-time teaching at any point after the initial 36-months period, their faculty seniority shall be reinstated for all time served as faculty, including the initial 36 months of the non-teaching period, but not time after that. They shall be placed at the bottom of the rotation roster.
  - iii. If the full-time faculty members are on limited or annual contract when moving to a non-teaching position, they shall not accrue faculty seniority in the non-teaching position. If the employees return to a full-time teaching position after any time, the initial time served as a full-time faculty member will be counted and seniority accrual will resume from that point.
- d. Paid and Unpaid Leave: Educational leave and other College approved paid leaves of absence shall be credited toward faculty seniority. Unpaid leaves of absence will not be credited toward faculty seniority.
- e. Breaks in Seniority: Faculty seniority shall be broken by resignation, retirement, failure to return from an authorized leave of absence, failure to return from a leave of absence, or conditions in seniority in non-teaching duties. A full-time faculty member who is placed on temporary part-time or reduced load status shall not be considered to have a break in service during the period of part-time or reduced load.
- f. The Seniority Rotation Roster
  - i. The Seniority Rotation Roster shall be maintained by the Office of Academic Affairs and shall be posted to the Office of Academic Affairs SharePoint page by October 1 and February 1 of each academic year. Faculty members may submit a written request for seniority recalculations to the an ECC-NEA representative within 30 calendar days after the posting.
  - ii. The rotation roster shall be revised as necessary at other times during the year to reflect changes due to non-teaching duties, resignations, retirement, etc. Any revised rosters will be announced to faculty and posted in SharePoint within one calendar week of revisions.

## **ARTICLE X: FACULTY WORKLOAD**

The faculty contract and job description present clear information regarding work dates and related duties. Full-time faculty members are required to be at work on contract dates. Board Policy 5.9.5 articulates specifically the contracted workdays and teaching load. Faculty should refer to the Board Policy Manual for additional information regarding the College's employment policies.

A faculty work week should be approximately forty (40) hours, typically Monday through Friday, or on other days as per faculty assignment scheduled with the Vice President of Academic Affairs/Dean/Department Chair/Program Coordinator. A faculty work day is a contract day during which faculty are expected to meet their course load, office hours, and committee requirements. A work day is considered to be on-campus but may be remote, as approved by the Vice President of

Academic Affairs or designee. Faculty not working during a contract day are expected to take appropriate leave time.

1. **Assignment of Teaching:** The assignment of faculty to courses is the responsibility of the Dean and the Vice President of Academic Affairs.
  - a. Full-time faculty are given first preference for selection of courses to satisfy their contractual load.
  - b. A faculty member's base load shall consist of at least fifty (50) percent face-to-face credit hours per semester (with hybrid courses counting as ½ face-to-face) unless otherwise approved by the Vice President of Academic Affairs. Faculty who are contractually online-only instructors are exempt from this guideline.
  - c. Full-time faculty may be required to teach evening courses, online courses, or at any campus location in order to meet their contractual load.
  - d. Every effort shall be made to schedule regular teaching load courses within a six-hour work day. No faculty member shall be required to teach on more than five (5) days per week as part of a regular teaching assignment.
  - e. No faculty member shall be required to work during any non-contractual period unless the faculty member is assigned extra duty work for which they are compensated.
    - i. Off-contract work refers to institutional-wide required work such as participating in hiring committees, institutional standing committees (for example, Budget Committee, Shared Governance Council, Strategic Plan Implementation, and other institutional or academic committees) whose charge/mission requires faculty input and work during off-contract time periods including, but not limited to summer and winter session. Compensation for off-contract work will be based on time commitments
  - f. Normal Teaching Load/Credit Hours for full-time faculty shall consist of fifteen (15) credit hours per semester or thirty (30) credit hours per academic year.
    - i. New full-time faculty shall receive up to three (3) hours of reassigned time during their first semester of employment as a faculty member, as approved by the Vice President of Academic Affairs. This will allow new faculty to prepare for classes, participate in college service, and familiarize themselves with the culture of East Central College.
    - ii. For English Composition Courses: faculty who teach three (3) or four (4) composition courses (ENG 085, 090, 095, 101, 102, 114, 115) shall carry twelve (12) credit hours per fall and/or spring semester as a regular load. English faculty with fewer than three sections of composition courses (ENG 085, 090, 095, 101, 102, 114, 115) shall carry a fifteen (15) credit hour load per fall and/or spring semester.

- iii. Reassigned time is an agreed upon reduction in a faculty workload for reasons of special assignment or project outlined in a Memorandum of Understanding (MOU) or by contract (see Article XI: Special Projects Assignment).
- g. Credit hour equivalencies and special conditions
  - i. For **Studio Art/Design** courses
    - 1. Three (3) credit hours equates to six (6) contact hours and 4.5 units of pay (1.5 units of pay per credit hour).
  - ii. For **Music** courses
    - 1. Applied Lessons – following National Association of Schools of Music (NASM) guidelines, lessons are converted to credit hours by totaling the .5 contact hour lessons and dividing by three (3).
    - 2. Ensembles – one (1) credit hour equates to three (3) contact hours and 2.25 units of pay (2.25 units of pay per credit hour).
  - iii. For **Laboratory Science** courses
    - 1. Two (2) credit hours equates to four (4) contact hours and three (3) units of pay (1.5 units of pay per credit hour).
    - 2. Microbiology exception – one (1) credit hour equates to three (3) contact hours and 2.25 units of pay (2.25 units of pay per credit hour).
  - iv. For **Nursing Clinical/Lab** courses
    - 1. 16.67 contact hours equates to one (1) credit hour or one (1) conversion (1 credit hour = 16.67 contact hours = 1 pay unit).
  - v. For **Allied Health** courses
    - 1. Four (4) credit hours equate to eight (8) contact hours and six (6) units of pay (1.15 units of pay per credit hour).
  - vi. For **Career Tech Lab** courses
    - 1. One (1) credit hour equates to two (2) contact hours (minimum) and 1.5 units of pay (1.5 units of pay per credit hour).
- h. Overloads: All full-time faculty members are eligible to teach overload courses.
  - i. Following the assignment of contractual loads in the early process of schedule development, faculty may select additional courses for overload. Full-time faculty will have first right of refusal for classes that are added to the schedule. Faculty may notify their Dean and/or Department Chair in writing if they would like to be considered for added courses as overload prior to the last contract day for Fall and Spring semester in reference to the upcoming semester.
  - ii. Individual departments may elect to implement the Seniority Rotation Roster to determine overload/summer/intersession assignments.

- iii. Faculty may get overload courses as the schedule permits. Course schedules shall not be constructed as to guarantee overload.
- iv. Full-time faculty are given first preference for overload courses following the scheduling of courses and the assignment of full-time faculty loads. Faculty should not request a course as overload if it has already been assigned to an adjunct faculty member. Full-time faculty members should only replace assigned adjuncts in order to make load, unless approved by the Vice President of Academic Affairs or designee.
- v. Faculty are not required to teach overload courses, except in a circumstance where the credit hours needed to achieve a full load, based on the credit hour value of the courses in the program, exceed the fifteen (15) credit hours per semester contractual requirement.
- vi. A faculty member who receives reassigned time may not teach more than three (3) credit hours of overload per semester unless approved by the Vice President of Academic Affairs or designee.
- vii. The maximum overload assignment in any semester will not exceed eight (8) credit hours unless written prior authorization is obtained from the Vice President of Academic Affairs or designee.
- i. **Course Size:** A list of courses and course capacities will be kept on SharePoint. These capacities were decided by faculty in the discipline and the Credit Hour Equivalency Committee.

Faculty are expected to notify their Dean or Department Chair, in writing, acceptable overage to current class capacity prior to the last contract day for Fall and Spring semester in reference to the upcoming semester.

- j. **Course Cancellations**
  - i. Courses students need to complete specific programs/degrees should be offered within a timeframe to enable students to complete their program of study within a two-year period.
  - ii. Cancellation of low enrollment courses will be done following the schedule developed by the Vice President of Academic Affairs and Deans, with notification of the faculty member affected, prior to the cancellation.
- 2. **Office Hours:** Faculty members are required to maintain a minimum of seven (7) office hours per week, arranged conveniently around their teaching assignment and most academically beneficial for students. Office hours are dedicated for student interaction, course preparation, or other campus-related responsibilities.
  - a. A faculty member may schedule one online office hour outside of normal working hours in a virtual format per online course taught. Virtual office hours do not exempt faculty from their on-campus duties or service to students.

- b. A faculty member may schedule up to two (2) office hours in the Learning Center.
  - c. Office hours shall be scheduled in a minimum of 30-minute increments.
  - d. A faculty member who teaches more than seven (7) face-to-face hours in a particular day (with no break longer than 45 minutes), is not required to hold office hours on that day.
  - e. Full-time faculty office hours should be posted on office doors within the first week of courses. Office hours should be made available to students in all courses and shared with the Dean. Faculty should update their office hours during final exam week to reflect the change in course schedules and availability to students.
  - f. Nursing faculty who teach a clinical have the option to schedule one (1) office hour per day at the clinical site. The faculty member's posted office hours will indicate the location for these hours.
3. **Summer and Intersession Teaching:** Full-time faculty may elect to teach during the summer semester or designated intersession terms.
- a. Faculty are paid the full-time faculty summer and intersession overload rate for such teaching (see Full-time Faculty Overload Credit Hour Rate Chart).
  - b. Full-time faculty are given first preference for summer and intersession courses when scheduling of courses occurs. Individual departments may elect to implement the Seniority Rotation Roster to determine overload/summer/intersession assignments.
  - c. Full-time faculty members will be paid per credit hour at the higher of rates (i) or (ii) below:
    - i. The rate identified in the Full-time Faculty Overload Credit Hour Rate Chart, or
    - ii. 1.5% of the full-time faculty's base pay, whichever is higher.
  - d. Summer and intersession teaching will include two (2) hours office hours per week that the faculty member is teaching.
    - i. If a faculty member is only teaching face-to-face courses, both office hours will be scheduled at an appropriate ECC location.
    - ii. If a faculty member is only teaching on-line, the office hours may be scheduled on-line or in a virtual format.
    - iii. If a faculty member is teaching both face-to-face and on-line courses, office hours may be split between an appropriate ECC location and on-line.

4. **In-service:** At the beginning of each semester, faculty gather for various In-service activities, including meetings, workshops, and course planning. Faculty will work collaboratively with the Office of Academic Affairs to plan In-service activities. New faculty attend orientation and other welcome events held before the beginning of In-service.

5. **Variable Work Load**

- a. Variable load may address institutional, student, and faculty needs by
  - i. providing more flexibility in the scheduling of classes to meet the needs of the College's student population,
  - ii. creating more opportunities for professional development for faculty during the Fall and Spring semesters,
  - iii. allowing a faculty member who intends to but does not make load during the Fall and Spring semesters to use variable load to maintain their full-time faculty status with no reduction in salary,
  - iv. giving the option to have a reduced load the semester following a term in which overload credit is taught in lieu of overload pay at the time a faculty member is scheduled to teach over the required credit hour limit because of conditions of credit hour disbursement or scheduling.
- b. A faculty member may request variations in load for the reasons listed above using the Variable Load Request form (Appendix C). The Department Chair/Program Coordinator makes a recommendation supporting the Faculty member's request to the Dean. If the Dean approves the request, the request will be forwarded to the Vice President of Academic Affairs, who will make the final determination.
- c. Making Up Reduced Load
  - i. A faculty member may make up for a reduced load in the fall by teaching additional courses in the same academic year without additional compensation.
  - ii. A faculty member may make up a reduced load for spring semester by teaching during the following summer semester without additional compensation or teach more than the regular semester load during the prior fall semester of the same academic year without additional compensation.
  - iii. A faculty member may take on additional duties or projects during a semester immediately preceding or immediately following the semester of reduced load without additional compensation.
- d. Variable Load Guidelines
  - i. Written requests explaining the reason for the anticipated variable load shall be submitted to the Department Chair/Program Coordinator by October 1 for the following Spring and February 1 for the following Fall.

In special circumstances, this deadline may be waived by the Vice President of Academic Affairs.

- ii. The maximum reduction in load for a semester shall be 1/3 of regular load.
- iii. Teaching load for any one semester shall not exceed 19 course credit hours.
- iv. Faculty members on a variable workload are not eligible for overload unless authorized by the Vice President of Academic Affairs.
- v. Eligibility for variable load shall be based on department seniority and may be determined by the Seniority Rotation Roster if more than one faculty member requests variable load in a given semester.
- vi. No more than one faculty member within a discipline shall be eligible for a reduced load within a given semester.

#### **ARTICLE XI: SPECIAL PROJECT ASSIGNMENTS**

1. Special project assignments encourage broader participation and provide opportunity to all faculty to participate in shared governance and ongoing institutional improvement. ECC-NEA and the administration will work together to create a culture of broader opportunities for faculty to serve the College and be recognized and valued for the extra work they do.
2. Additional compensation in the form of payments beyond the base salary, reassigned time, or a combination thereof is provided to recognize that such work is outside the scope of the employee's job description, performed outside of normal work responsibilities, or adds extra time spent on normal job duties. Compensation and scope of the project work, as determined between the faculty member and Vice President of Academic Affairs or designee, will be detailed on a Memorandum of Understanding.
3. Special project assignments, open to all faculty regardless of contract status, will follow a process to promote access and equitable distribution of opportunity. Faculty must initiate the request for reassigned time by working with their dean to complete a Reassigned Time application, due by October 1 for the following Spring and February 1 for the following Fall. Exceptions to this timeframe can be made with approval from the Vice President of Academic Affairs.
4. Project Identification – special projects may be created based upon institutional, division/department, individual faculty, state, or accreditation needs and identified by pertinent parties.
5. As applicable, special projects will be announced through the ECC-Faculty email distribution list to gauge interest and gather applications if necessary.

6. The following is not a comprehensive list but indicates the kinds of opportunities that may be available:
  - a. acting as committee chair for standing or ad hoc committees,
  - b. developing new courses or programs,
  - c. developing/writing grants,
  - d. serving as a representative on a board or in a leadership position for a professional organization or state-wide initiative, or
  - e. developing/overseeing/participating in special projects that fulfill an institutional need.
7. Limitations – special project assignments will not exceed one academic year. An end-of-project review assessing scope and any additional needs of the project will be conducted between the faculty and other involved administrators/parties. If the special project is deemed necessary and appropriate to be continued, the work will evolve and be defined as a Contractual or Extra Duty Assignment.
8. A faculty member may be eligible for no more than two special projects in a semester.
9. Reassigned time is authorized to perform duties and responsibilities other than normal teaching duties without a change in pay. Reassigned time equates approximately as one (1) credit hour to two (2) non-teaching work hours per week, distributed throughout the term as the project requires.
10. The Special Project Request Form can be found in Appendix D. Faculty should fill out this request form when proposing and requesting Special Project assignments. If the Special Project opportunity is identified by supervisors/administrators (see Article XI.5), individual faculty will apply for the opportunity by using the Special Project Request Form with information pre-provided by the party proposing the project.
11. The Faculty Contractual and Extra Duty Assignments spreadsheet and an updated list of special projects will be uploaded on SharePoint by the Office of Academic Affairs.
12. The process for determining Reassigned Time for Special Projects Assignment is as follows:
  - a. The amount of reassigned time will be calculated by using objective and relevant workload measures that promote equitable compensation.
  - b. Any task to be considered as a reassignment of teaching load must meet all of the following criteria:
    - i. Linked to the strategic plan or other institutional initiatives,
    - ii. Regarded by the College as a high priority of the institution,



- iii. Explicitly linked to student success, and
  - iv. Beyond the responsibilities of faculty as described in the faculty job description or CBA.
- c. Additional criteria that may be considered:
- i. There are not staff or faculty available to do the work within the normal scope of their position,
  - ii. Requires a level of involvement that exceeds routing committee work,
  - iii. Enhances the academic growth and/or scholarship of the College, e.g. accreditation self-study.
- d. Decisions to award reassigned time shall involve the Vice President of Academic Affairs, Deans, and faculty.

## **ARTICLE XII: DEPARTMENT CHAIR**

1. The Department Chair shall be a full-time faculty member on continuing contract from within the department they will oversee. The Department Chair shall be appointed by the Vice President of Academic Affairs based upon the recommendation of the Dean of Arts & Sciences. The Dean of Arts & Sciences will make the recommendation with the input from the members of the department. A meeting of the eligible faculty members of the department will be held to provide input regarding possible candidates. The Department Chair shall serve for a term not to exceed three years and is eligible for successive terms.
2. The duties of the Department Chair will include:
  - a. Working collaboratively across the institution to support Dual Credit, Distance Education, and Developmental Education,
  - b. Working collaboratively with the Dean to promote communication and consistency,
  - c. Working at the department level to build and staff the course schedule,
  - d. Serving as an advocate for faculty and the needs and direction of the department,
  - e. Implementing and developing best practices in teaching and learning, assessment, program review, and curriculum,
  - f. Providing input in the overall development of the departmental budget,
  - g. Reviewing adjunct resumes and credentials to assist in finding qualified instructors,
  - h. Assisting in the resolution of student complaints and/or student issues by serving as the liaison between faculty and students,

- i. Evaluating adjunct faculty,
  - j. Supervising part-time support staff within department,
  - k. Representing the institution at the local and state level, as needed,
  - l. Travel to satellite location and local high schools may be required, and
  - m. Completing other duties as assigned.
3. Compensation: Ten-month faculty contract; 22 additional contract days preferably to include six (6) days in July, six (6) days in August prior to the start of In-service, one (1) day in December after the faculty contract has ended, three (3) days in January prior to the start of In-service, three (3) days in May after the faculty contract has ended, and three (3) days in June; plus six hours of reassigned time per semester (12 credit hours total for the academic year). Exact dates are to be coordinated with Dean of Arts & Sciences. Department Chairs will be expected to adhere to limits on overload as outlined in Article X.1.g.

### **ARTICLE XIII: COURSE MEETINGS**

- 1. Faculty are required to meet all courses, including laboratories, studios, clinicals, or other learning activity, as scheduled and for the full-time designated in the official College schedule.
- 2. Certain pedagogically appropriate activities, including but not limited to individual student conferences, library research, nontraditional research, small-group critique sessions, or campus events, may periodically modify or replace course meeting times during the course of the semester per instructor determination.
- 3. Faculty are expected to adhere to the final exam schedule. Any exception must be approved in advance by the Vice President of Academic Affairs or designee.

### **ARTICLE XIV: ATTENDANCE RECORDS AND GRADES**

- 1. Faculty are required to maintain the following records for each class:
  - a. **Attendance records:** Faculty are to take daily attendance, maintain a record of the daily attendance and keep such records for a minimum of five (5) years. A copy for the division/department office may be requested.
  - b. **Grades:** Faculty are to keep a clear and specific grade record for each student. Such grade records must contain enough information and detail to support the grade given and should align with the grading standards as detailed in the course syllabus. A copy for the division/department office may be requested.
  - c. **Reporting and submission:** Faculty are to report student no shows, regular and periodic attendance information per student, student deficiency reports, and final grade reports, all within the timeframe required.

2. Repeated faculty failure to create and maintain such records, provide records upon request, or submit such records in a timely fashion may result in disciplinary action.

## **ARTICLE XV: ASSESSMENT**

1. For purposes of quality, accountability and transferability of coursework, and programs, faculty are required to participate in course, departmental, discipline/program, and institutional efforts to assess student learning.
  - a. At the course level, faculty will engage in the creation, administration, application, and use of course measures of student learning.
  - b. Faculty are required to meet their classes at the scheduled time during the final exam period for an appropriate end of semester assessment or learning activity.
  - c. At the department level, faculty will create and administer department-based measures of student learning. Such measures will include assessments of sequential coursework, developmental coursework, and all transfer coursework. Faculty will, in rotation as applicable, participate in the reporting of such assessment activities.
  - d. At the discipline/program level, faculty will create and apply discipline/program level measures of student learning, up to and including the Technical Skills Assessment or other local, state, or federally mandated measures of student learning. Faculty will, in rotation as applicable, lead efforts in review for their program or academic discipline.
2. All such activities will be conducted in collaboration with discipline/program faculty and/or coordinators, and the approval of the Deans and/or the Vice President of Academic Affairs, following the guidelines of the Institutional Assessment Committee, Office of Institutional Research, external agencies requiring such assessments, and accreditors.

## **ARTICLE XVI: REASSIGNED TIME FOR ECC-NEA OFFICERS**

1. ECC-NEA will receive six (6) hours per semester for reassigned time to be distributed to Union officers at the discretion of the ECC-NEA Executive Council to conduct Union responsibilities such as investigating and processing grievances; meeting with administration or its representatives to discuss implementation of this Agreement; attending state or national Union meetings; and preparing for and participating in bargaining sessions.
2. The ECC-NEA shall furnish to the President of the College and Vice President of Academic Affairs a list of officers which shall include the name, title, and reassigned time appropriation of each officer.
3. Such reassigned time shall be distributed on a semester basis by the ECC-NEA, subject to the following:
  - a. Substantially disproportionate amounts of said reassigned time shall not be concentrated with one officer.
  - b. Reassigned time shall be utilized in a manner that is least disruptive of the faculty member's professional responsibility and College operations.

## **ARTICLE XVII: FACULTY DEVELOPMENT**

1. Each year, faculty have available funds to use for travel to conferences, workshops, meetings, and other approved external development activities through the Faculty Professional Development Fund. For FY21, \$15,000 will go into the Faculty Professional Development Fund specifically designated for faculty development activities. This represents a reduction of \$10,000, the purpose of which is to be applied toward the 5% furlough target, as specified in Article XXXV (Faculty Furloughs). Any remaining funds at the end of each fiscal year will be divided equally among all faculty's individual development accounts.
2. The Faculty Professional Development Committee will oversee the application and disbursement process for Professional Development funds. Final approval will be made by the Vice President of Academic Affairs. Minutes from the committee and documentation from the Vice President of Academic Affairs shall clearly document the reason for any application that is denied. The Committee will also be responsible for planning and staffing internal development activities.
3. Faculty members may continue to accrue up to \$2,500 in their individual development accounts. At that point, any additional or excess funds will go into the Academic Affairs Professional Development Reserve Fund. Funds remaining in development accounts of faculty members who leave the institution (via retirement or resignation) will also go into the Academic Affairs Professional Development Reserve Fund.
4. Faculty may accrue funds in individual development accounts by participation in the following activities. Upon completion, the faculty member will submit the Faculty Honorarium form to the Executive Administrative Assistant to the Vice President of Academic Affairs with information about the activity; upon approval by the Vice President of Academic Affairs, money will be allocated into the individual's Fund 22-account and the activity will be added to a spreadsheet of faculty accomplishments.
  - a. Presenting at a regional or national conference: \$150 (limit \$300 per academic year),
  - b. Publishing, performing, or displaying original work at professional recognized, juried, regional, or national venues: \$100 (limit \$200 per academic year).
  - c. Leading designated internal workshops, trainings, or speaking engagements: \$50 - \$100 (limit \$200 per academic year).
  - d. Special Projects approved by the Vice President of Academic Affairs in accordance with Article XI: Special Project Assignments.
5. If a faculty member is required by accreditation or requested by an administrator to attend conferences or meetings for College-related purposes, or if the faculty member is approved for external development activities through the Faculty Professional Development Fund, expenses will be covered by other College funding and not from the individual faculty member's development fund.

6. If a faculty member needs additional graduate hours to satisfy the Qualification Requirement for teaching, the College may, with administrative approval, (a) allow the use of Tuition Reimbursement for up to a maximum of nine graduate hours and waive the requirement that the faculty member be enrolled in a graduate program and (b) approve the use of the individual faculty member's development funds to pay for graduate tuition beyond the nine graduate hours. All other Board Policies pertaining to tuition reimbursement shall be followed.
7. When new faculty are hired, their individual Fund 22-account will be allotted \$250 from the General Fund.

## **ARTICLE XVIII: MEETINGS SCHEDULE AND COMMITTEE ASSIGNMENTS**

1. Full-time faculty are required to serve on College committees and attend division/department meetings. No faculty member will be required to serve or be appointed to more than one (1) Academic College committee as defined below in XVIII.a. All other committee participation should be on a voluntary basis with the exception of program specific committees, department and division groups or workgroups, program review, program advisory committees, and search committees. First-year faculty will attend monthly New Faculty Workshops to meet the committee requirement. Part of the workshop will include orientation to various committees including visiting a selection of committee meetings.
  - a. Faculty choose or can be appointed to one standing Academic Committee that meets monthly during the academic year focused on teaching and learning such as, but not limited to: Academic Council, Rank and Promotion Committee, Portfolio and Credentialing Committee, Faculty Professional Development Committee, Strategic Enrollment Management and Retention Committee, Instructional Assessment Committee, Safety Committee, Civic and Community Engagement, Curriculum Council, Online Learning and Educational Technology, and Developmental Education Committee.
  - b. Additional committees provide faculty the opportunity to serve in advisory capacities to represent the faculty perspective such as, but not limited to, Insurance Committee, Comprehensive Program Review (outside of discipline), IT Advisory, Strategic Plan Implementation, and Budget Committee. In the event additional committee work requires broader participation and time faculty should consider utilization of Article XI: Special Project Assignments.
  - c. Meeting times for committees led by faculty or on which faculty participate will be determined by that committee chair and committee members.
  - d. Committee chairs (or designated representatives) are expected to use Outlook Calendar to schedule meetings and communicate regularly with the committee and other stakeholders for informational and actionable purposes. Meeting minutes and documents are to be posted in the appropriate committee file on SharePoint in a timely manner.
2. Reassigned time for selected committee Chair duties: Recommendations are based upon the current standing Academic Committees, the charge of the committees, the workload of the

committees, and its connection to HLC accreditation. The following themes emerged: assessment, retention, credentialing, and evaluation, along with teaching and learning. The following committees that align most closely to this level of work are: Instructional Assessment, Curriculum Council, and Portfolio and Credentialing Committee:

Portfolio (oversees credentialing, evaluation, & mentoring)  
9-month committee leadership  
Up to 2 CH reassigned time per semester

Curriculum (vet new programs, new courses, new MDHE initiatives such as Core 42, etc.)  
9-month committee leadership  
Up to 3 CH reassigned time per semester

Assessment  
12-month committee leadership  
Stipend for summer work  
Up to 6 CH reassigned time per semester

3. The College reserves the right to schedule meetings as needed to conduct College business and committee members shall be notified of meeting times as far in advance as possible for planning purposes.
  - a. Many departmental/institutional meetings are held on Fridays.
  - b. See Supplemental Letter A: Common Activity Period

#### **ARTICLE XIX: COMMITTEE WORK AND IMPLEMENTATION PROCESS**

1. The process laid out in Appendix B will be used to better streamline faculty committee work with the opportunity for communication, review, and practice for implementation. It also provides a process for any work deemed relevant to incorporation into this collective bargaining agreement to be reviewed and presented to the ECC-NEA bargaining team for negotiations.
2. Additionally, this process will be reviewed and assessed by the executive officers of the Faculty Association and ECC-NEA prior to 2020-21 bargaining for any needed modifications.

#### **ARTICLE XX: USE OF LEAVE**

Administration agrees to maintain Board Policy 5.30 defining the types and details of paid leave available to full-time employees and Board Policy 5.35 providing for extended unpaid leaves of absence from the College. Any changes to these two policies as they currently exist will be determined in collaboration with all employee groups and will become effective with the next fiscal year.

## **ARTICLE XXI: SABBATICAL LEAVE**

Sabbatical leave is a paid leave of absence to full-time faculty members to permit them to renew and update their qualifications, improve their skills, engage in creative or scholarly pursuits, improve teaching and learning, or engage in service opportunities in ways that ultimately enhance learning at the college. Sabbatical leaves enhance faculty morale and contribute to faculty development in lasting ways that positively impact the faculty and the institution. Faculty may also refer to Board Policy 5.26 Educational Leave. See also Supplemental Letter D, which establishes a work group to formalize the Sabbatical Leave policies and procedures.

Full-time faculty who are on continuing contract may apply for Sabbatical Leave after having been employed by the College for six (6) years.

Faculty who are awarded Sabbatical Leave shall remain employed at the College for one year per semester of leave (one semester of leave would equate to one year).

The college solicits applications that correspond with one or more of the following purposes:

### **1. Credentialing**

- a. A sabbatical designed to enhance the faculty member's academic or professionally recognized credentials,
- b. Such enhancements to credentials benefit students, the faculty member's department, or other departments at ECC,
- c. Applications in this category should:
  - i. describe the credentials to be received or progressed toward,
  - ii. the institutions involved,
  - iii. the subject areas to be studied,
  - iv. a description of the manner in which the sabbatical is in line with actual credential improvement; and
  - v. what will be accomplished during the sabbatical.
- d. See also Board Policy 5.26.

### **2. Knowledge/Skill Development**

- a. This type of sabbatical improves the faculty member's knowledge base and skill set, though it does not enhance credentials.
- b. Enhanced development of a faculty member's skills benefits students, the faculty member's department, or other departments at ECC.
- c. Applications in this category should:
  - i. describe the knowledge, or skills, or both to be developed;

- ii. the plan to ensure knowledge, or skills, or both are developed; and
  - iii. the mechanisms involved.
- 3. Creative or Scholarly Production
  - a. A sabbatical leave during which the faculty member produces a significant and substantial corpus that either showcases the faculty's creativity or engagement with a scholarly field.
  - b. Projects in this category should enhance the reputation of the individual faculty member. As a result, the faculty member's department and the college are enhanced.
- 4. Scholarship of Engagement and Application
  - a. During this sabbatical, a faculty member engages with the community. Using their talents and discipline knowledge, the faculty member addresses social problems, and advances economic, social, and cultural opportunities.
  - b. Such projects should enhance the faculty, the department, or the college.
- 5. Hybrid: Projects that combine elements of more than one type of sabbatical leave.

#### Sabbatical Leave: Timeline

August 1	College will announce availability of sabbatical
August 15	Interested faculty contact Dean, who verifies eligibility
October 1	Application for sabbatical to be submitted to the Vice President of Academic Affairs
	Faculty Professional Development Committee appoints Sabbatical Committee
October 1 - December 1	Sabbatical Committee reviews applications
By December 1	Sabbatical Committee forwards recommendations to Vice President for Academic Affairs
By December 8	Vice President submits recommendation to President
By December 15	President will notify applicants of recommendations for either approval or denial

President brings recommendations to the next Board meeting. Within five (5) working days, President will announce all sabbatical approvals.

#### Sabbatical Committee



The Sabbatical Committee will consist of nine voting members and one non-voting member:

- Faculty Professional Development Chair,
- Portfolio & Credentialing Committee Chair,
- An ECC-NEA representative to be designated by the ECC-NEA,
- Six (6) faculty members, equally represented from each division, and
- A designee of the Vice President of Academic Affairs as an ex-officio member of the committee.

Faculty must be on continuing contract to serve on the committee. A faculty member who is not on continuing contract may be selected to serve as necessary to ensure representation across divisions. Faculty may not serve on the committee during a year in which they are going to apply for sabbatical.

## **ARTICLE XXII: OWNERSHIP AND EQUITY**

The College and ECC-NEA acknowledge the policy and procedures related to ownership of inventions and/or materials by College personnel, as provided in Board Policy 4.34, and incorporate the policy into this Agreement:

### **4.34 Ownership and Equity Policy** (*Adopted 1-4-1988; Revised 8-25-2008; Revised 3-2-2015*)

East Central College recognizes that ownership of inventions and/or materials by College personnel, and the royalties resulting therefrom, normally belong to the employee, except as otherwise provided in this Policy:

- A. When the invention and/or intellectual property bears a direct relationship to, or is made or developed in connection with, the employee's College duties.
- B. When the invention and/or intellectual property is made or developed with a combination of College facilities, equipment (owned or rented), materials, funds, information, or with time and services of College employees and/or students during performance of their College duties or assignments. (See Supplemental Employment Policy)
- C. When the invention and/or intellectual property is made or developed in performance of College-commissioned projects including private or government sponsored grants received by the College.
- D. It shall be the responsibility of the employee to obtain any copyrights or patents relative to joint ownership. It shall be the responsibility of the College to obtain any copyrights or patents for inventions and/or intellectual properties made or developed under the auspice of a College commission.

### **Procedures:**

#### **4.34.1 Definitions** (*Revised 3-2-2015*)

The following definitions apply under the terms of this Policy:

- A. Equity - The money value of a property or of an interest in a property in excess of claims or liens against it.
- B. Inventions - All devices, discoveries, processes, methods, uses, products, or combinations, whether or not patented or patentable at any time under the Federal Patent Act as now existing or hereafter amended or supplemented.
- C. Intellectual Properties - All intellectual and creative works that can be copyrighted, including educational materials and products; databases; computer software and materials; research materials; web-based learning resources and/or materials. It does not include lecture notes or literary, artistic, musical or theatrical works unless such work was commissioned by the College or otherwise specified as a “work-for-hire” in a written agreement between the College and employee, student or volunteer.
- D. Employee - Part-time and full-time members of the faculty, staff, all other agents, and employees.
- E. Student Works – Intellectual property produced through individual initiative as part of a student’s coursework ordinarily belongs to the student. This includes papers, artistic and musical works, and other creative works made by students in the instructional process. Ownership of student works made during the course of employment or internship at the College shall be assigned to the College.
- F. Students - Any person officially enrolled in one or more classes or activities offered by the College.
- G. College - East Central College, Union, Missouri.
- H. Work-for-Hire – Copyrightable intellectual property which is deliverable to the College, prepared by an employee within the scope of their employment, or produced as a result of a commission or agreement between the College and an employee, student or volunteer.

#### **4.34.2 Use of Inventions or Intellectual Properties Procedure**

Two categories of use of College-sponsored inventions or materials are identified:

- A. Internal – Use by any unit of the College, either on or off campus.
- B. External – All uses other than by a unit of the College. Use of the materials or inventions will be at the discretion of the College.

#### **4.34.3 Ownership and Equity Procedure**

If the College had no involvement in the development of an invention or intellectual property, the individual will receive full ownership and equity. If the development of an invention or intellectual property was College-sponsored or was solely the result of the performance of duties by College employees, the College will receive full ownership and equity.

If inventions and/or intellectual property were made or developed jointly between the

College and non-work-related efforts by College employees and/or students, the College will enter into joint ownership arrangements with the employee and/or student. Exact percentages of ownership and other details shall be negotiated between the parties and set out in a binding agreement.

It shall be the responsibility of the employee to give written notification to the College of intent to make, develop, patent, or copyright inventions and/or properties as soon as possible.

Employees shall be responsible for obtaining appropriate written releases from individuals identifiable or in some manner requested to participate in the creation of the College supported materials. Written statements shall also be obtained from appropriate College personnel indicating that to the best of their knowledge any of the materials developed do not infringe on existing copyright or other legal rights.

If the employee wishes to take a sample of their materials or invention to demonstrate the level of work done in the project; this may be done if the employee pays for the costs of producing the sample. This does not grant the employee any additional intellectual property ownership beyond that outlined above.

### **ARTICLE XXIII: ASSIGNMENT OF OFFICES**

The Administration is responsible for assigning offices to faculty members and/or relocating faculty members to different offices when deemed to be in the best interest of the College. The Administration shall inform the faculty member as soon as possible, prior to the relocation or assignment. Administration shall also allow ample lead-time to the faculty member to make the move in an orderly, reasonable fashion (at minimum four weeks in advance and prior to the end of the semester if possible).

### **ARTICLE XXIV: PERSONNEL FILES**

1. Personnel records are administered in accordance with Policy 5.19, Personnel Records Policy, and the corresponding procedures.
2. In addition to procedures provided in Policy 5.19, an officer or representative of the ECC-NEA may, at the written request of the faculty member, accompany a faculty member during a review of the employee's personnel file.
3. The review shall be conducted in Human Resources in the presence of a representative of Human Resources responsible for the safekeeping of such personnel files

### **ARTICLE XXV: PAYROLL DEDUCTION**

1. Full-time faculty members of the College are allowed to join, or not to join, the ECC-NEA. The College will honor written authorizations for payroll deduction of NEA membership dues as long as the NEA is the recognized representative of full-time faculty of the College. For the purpose of this Agreement, "NEA membership dues" shall include only regular duly authorized NEA dues, and shall not include any other NEA charges such as initiation fees, special

assessments, back dues, fines, or similar items. Written authorization for such dues deduction shall be in compliance with applicable College payroll requirements and with the following provisions of this Article:

- a. The College shall deduct from the pay of any full-time faculty member, NEA membership dues, provided that at the time of the deduction the College has in its possession a valid, continuing and unrevoked written authorization form, in a form agreed upon by the NEA and the College, voluntarily signed by the full-time faculty member, and expressly authorizing such deductions. ECC-NEA shall provide the College with an alphabetical list of members authorizing deductions, and the completed authorization forms for each faculty member, specifying the amount of dues to be deducted each month or each pay period from the salary of each faculty member signing an authorization. The College will deduct from the wages of the faculty member the dues uniformly required and will forward the full amount to the ECC-NEA Treasurer as set forth herein. The amounts deducted shall be in accordance with the schedule to be submitted in writing to the College by the NEA, based upon mutual agreement on the number of deductions.
- b. Upon the College's receipt of a written, individually and voluntarily signed authorization made by a full-time faculty member, on a form prepared or approved by the College, requesting that there be deductions taken from their wages for NEA membership dues as set forth above, the College will deduct from the individual's pay the amount of NEA membership dues set forth in such form, as well as any authorized increases therein, and the College shall remit such deduction monthly to the ECC-NEA Treasurer, at the address designated by ECC-NEA Treasurer, by the fifteenth (15th) day of the month following the month in which the deductions are made, along with a list of faculty members from whose pay deductions have been made. The ECC-NEA Treasurer shall promptly issue a receipt to the College for all such NEA membership dues received from such remittance.
- c. The ECC-NEA must advise the College President or their designee, in writing, of any increases in dues, at least thirty (30) days prior to the effective date of such increase(s).
- d. A faculty member's written dues deduction authorization will remain in effect for the duration of this Agreement, or until earlier cancelled in writing by the faculty member. A separate written, individually, and voluntarily signed authorization form is required for the period of any subsequent Agreement.
- e. Before any payroll deduction is taken from a faculty member, the individual employee's earnings and wages must be sufficient, after all other legal and required deductions, to cover the entire amount of the pro-rated NEA dues. If an employee is in an unpaid status (for instance, unpaid FMLA leave), for an entire pay period no deduction shall be made to cover that pay period, nor shall any deduction be made to cover that pay period, retroactively, from future earnings. If an employee is in unpaid status (for instance, unpaid FMLA leave), during only part of a pay period, and if the employee's earnings and wages are not sufficient to cover the entire amount of the pro-rated NEA dues, no deduction shall be made. The employee will be responsible for payment directly to the ECC-NEA Treasurer for any membership dues. The parties recognize that legal, tax,

and other withholdings and deductions shall have priority over voluntary NEA membership dues deductions. In the event of an employee's separation from or termination of employment, there shall be no obligation for the College to collect such NEA dues deductions from an employee's final wages.

## **ARTICLE XXVI: FACULTY EVALUATION**

1. Purpose – Through comprehensive evaluation process, the College will provide faculty a useful and substantive assessment of performance, recognition and acknowledgement of good performance, and ensure they have the necessary resources to advance teaching and learning, participate in professional growth, develop leadership skills, and further scholarship in their discipline.
2. Guidelines
  - a. New full-time faculty will be evaluated each semester in the first year and annually each proceeding year of annual contract.
  - b. Full-time faculty on continuous contract will be evaluated on a regular rotation with no longer than a three-year interval or as deemed necessary.
  - c. Evaluation tools used by the College must meet minimum standards of any and all accrediting bodies, regulatory and oversight agencies, and other entities where accountability is important.
  - d. The evaluation tool and procedures will be reviewed and assessed in the beginning of spring semester by appropriate administrators, ECC-NEA representatives, and Faculty Association representatives.
  - e. Any modifications to the evaluation tool or process will be documented and will follow the Committee Work and Implementation Process in Article XIX.
  - f. Evaluation of faculty teaching in online settings (web online or web hybrid) will follow the same procedures and timelines and include the same methodologies as evaluations of faculty teaching face-to-face.
  - g. Faculty evaluations provide information for use in determining employment status, recommendations for faculty development, and rank and promotion.
  - h. A copy of all formal Vice President of Academic Affairs/Dean evaluations will be provided to the faculty member, on file in the Office of Academic Affairs, and in the faculty member's personnel file in Human Resources.

## **ARTICLE XXVII: FACULTY SALARY**

1. Faculty will start the year with no salary increase.

2. Professional development sessions on various aspects of the institutional budget and budgeting process will be offered to all faculty and staff twice each semester in Fall 2020 and Spring 2021.
3. The ECC-NEA shall select half of the faculty members to participate on the Budget committee. Each subcommittee shall include faculty representation. The College commits to a discussion with affected employee groups on the advisability of a multichair model.
4. Members of the AY 2019/2020 Collaborative Bargaining Team and the 2020/2021 ECC-NEA President will meet no later than November 1, 2020 to reopen economic discussions. This group will also create an action plan to finalize an updated faculty salary schedule to be completed by February 22, 2021 in preparation for further economic discussions during the Spring 2021 collaborative bargaining sessions.
5. Two stipends will be paid in separate lump sums through a Memo of Understanding to compensate each faculty for off-contract work to prepare alternative methods of delivery of courses for Fall 2020 (in the amount of \$2,000) and Spring/Summer 2021 (in the amount of \$500). These stipends will be paid respectively no later than August 28, 2020 (for Fall 2020) and December 15, 2020 (for Spring/Summer 2021).
6. Full-time Faculty Overload Credit Hour Rate will be determined using the table below. See Article X: Faculty Workload, Section C: Summer and Intersession Teaching for additional information.

Full-time Faculty Overload Credit Hour Rate – FY21						
Academic/Professional Degree	Academic Year Overload Credit Hour Rate	Summer and Intersession Overload Credit Hour Rate	Academic Year Overload Credit Hour Rate after teaching a minimum 30 ECCoverload credit hours	Summer and Intersession Overload Credit Hour Rate after teaching a minimum 30 ECCoverload credit hours	Academic Year Overload Credit Hour Rate after teaching a minimum 60 ECCoverload credit hours	Summer and Intersession Overload Credit Hour Rate after teaching a minimum 60 ECCoverload credit hours
Associate/Bachelor	\$655.00	\$690.00	\$675.00	\$710.00	\$695.00	\$730.00
Master	\$675.00	\$710.00	\$695.00	\$730.00	\$715.00	\$750.00
Academic/Terminal	\$685.00	\$720.00	\$705.00	\$740.00	\$725.00	\$760.00
Professional	\$685.00	\$720.00	\$705.00	\$740.00	\$725.00	\$760.00
Academic Doctoral	\$695.00	\$730.00	\$715.00	\$750.00	\$735.00	\$770.00
Faculty Salary Schedule for Placement at Hiring – FY21						
Academic/Professional Degree	One year or less College teaching experience	1+ year College teaching experience	5-9 years College teaching experience	10–14 years College teaching experience	15–20+ years College teaching experience	
Bachelor	\$33,648	\$35,328	\$38,860	\$42,747	\$47,021	
Master	\$36,961	\$38,806	\$42,687	\$46,956	\$51,652	
Doctorate	\$42,178	\$44,285	\$48,714	\$53,585	\$58,943	

<b>Faculty Career &amp; Technical Salary Schedule for Placement at Hiring – FY21</b>					
<b>Academic/Professional Degree</b>	<b>One year or less teaching</b>	<b>1+ year teaching or 6-9 years industry experience</b>	<b>5–9 years teaching or 10-14 years industry experience</b>	<b>10–14 years teaching or 15-19 years industry experience</b>	<b>15-20+ years teaching or 20+ years industry experience</b>
Associate with no experience	\$31,729				
Associate with 5 years' experience	\$33,648	\$35,328	\$38,861	\$42,747	\$47,021
Bachelor with no experience	\$33,648				
Bachelor with 5 years' experience	\$36,961	\$38,806	\$42,687	\$46,956	\$51,652
Master with no experience	\$36,961				
Master with 5 years' experience	\$42,178	\$44,285	\$48,714	\$53,585	\$58,943
Doctorate	\$42,178				

## **ARTICLE XXVIII: MILEAGE REIMBURSEMENT**

1. Mileage expense for traveling to and from the employee's residence to the employee's assigned place of employment, whether at the main campus or at an extension center, shall not be reimbursed. When the employee's work day includes assignments at two or more College sites, mileage will be paid between such sites but not to or from the employee's residence. When traveling from home to a site other than the employee's assigned place of employment, mileage will be calculated from the College or employee's home, whichever is less.
2. A reimbursable mileage guideline will be generated by the Office of Finance and Administration which delineates standard mileage from the College to sites commonly traveled to. Mileage to sites not on the guide will be based on mileage provided via Map Quest or other web mapping service and documented with a printout of the web page.

## **ARTICLE XXIX: REDUCTION IN FORCE**

1. If, in the judgment of the Administration, it is necessary to decrease the number of faculty due to: a) financial considerations, b) a decrease in student enrollment, or c) program reduction, consolidation, or elimination, the necessary number of full-time faculty may be reduced.
2. The process for a reduction in force is as follows:
  - a. The Dean(s) and/or Vice President of Academic Affairs identifies the affected academic discipline or program. The process may be initiated by either of these employees, or by the College President.
  - b. Positions to be eliminated shall be determined. The Vice President of Academic Affairs will notify the ECC-NEA President of the affected positions.
  - c. Employees in the selected jobs/positions shall be listed. The list must include the employee's name, position title, years of teaching, and proposed date of termination.
  - d. This proposal is submitted to the Vice President of Academic Affairs for review and recommendation to the College President.

- e. The College President reviews the proposed plan and a) approves and makes recommendation to the Board of Trustees, b) remands to the Vice President of Academic Affairs for further review and/or revision, or c) determines that a reduction in force is not necessary.
  - f. The Board of Trustees, upon recommendation of the College President, votes on approval of the reduction in force plan.
- 3. Upon approval of the reduction in force plan, each affected employee shall be notified by March 1 preceding the fiscal/academic year in which the plan takes effect.
  - 4. All documentation listed above will be maintained in Human Resources Department.

### **Reduction in Force Process**

#### **A. Preventative Measures**

- 1. Before reduction in force (RIF) notification is given to specific faculty members, the Administration will consider appropriate alternatives. These alternatives include, but are not necessarily limited to:
  - a. normal faculty attrition,
  - b. voluntary retirement,
  - c. transfer to another site where a vacant position exists,
  - d. reduction of overload assignments,
  - e. reassigning and/or minimizing hours given to adjunct faculty, and
  - f. consideration of a teaching load that is split between two campus locations.
- 2. After all institutional preventive measures have been exhausted, a reduction in force will be administered in such a way as to provide minimal disruption for students enrolled in the impacted instructional program. All applicable requirements of federal, state, or accrediting entities will be followed to ensure students can fulfill degree requirements.

#### **B. Reduction Measures**

Subject to academic needs, limited term, and annual faculty contracts shall be terminated first. The following process and benefits shall be applied to affected faculty on continuing status:

- 1. A general notification that a reduction in force is recommended will be given in writing to faculty as far in advance of the effective date as possible, and no later than February 1 of the fiscal/academic year in which the plan is to take effect. Notification will include a statement of the condition which led to the reduction in force.
- 2. Continuing status faculty will be laid off on the basis of instructional effectiveness, as evidenced by the faculty evaluation process, institutional seniority, defined as length of full-time faculty service to the institution, and credentials.



3. Continuing-status faculty placed on layoff will be placed on a faculty recall list on the basis of reverse order of layoff and recalled in accordance with the instructional needs of the campus, up to the end of three (3) academic years after the layoff.
4. Notice of recall will be given by certified mail to the last known current address of the faculty member. If the faculty member fails to respond within fourteen (14) calendar days from receipt of the recall notice, they will be considered to have refused the position offered.
5. Failure to accept alternatives to layoffs, if offered, will not jeopardize the laid off faculty member's recall rights or place on the recall list.
6. The College will provide the laid off faculty with assistance in seeking alternative employment by providing a letter of reference and use of campus facilities to prepare and print resumes. All College vacancy information, including administrative and classified positions, will be available via the College website to the laid off faculty.
7. An employee recalled to work by the College under the provisions of this section shall have any forfeited sick time restored upon returning to active employment.

### **C. Post-RIF Support**

Faculty members on continuous contract affected by the reduction in force may retain the following College post-RIF support:

1. The right to tuition waivers shall be retained by the employee for up to 12 months or until the employee has found other employment. Tuition waivers shall only be available to the employee and not extend to dependents of the employee.
2. The College will maintain health care premium for the employee for up to three (3) months, or until the employee has found other employment.
3. The affected employee shall be given priority consideration for any part-time employment for which they are qualified. Accepting this alternate position will not remove the individual from the Faculty Recall List.

## **ARTICLE XXX: FACULTY GRIEVANCES**

### **1. Purpose**

The purpose of establishing this process is to provide an orderly mechanism for prompt and fair resolution of disputes regarding alleged violations, misapplications, or misinterpretations of the terms of this agreement.

### **2. Definitions**

- A. **Grievance** – A grievance is a claim by one or more faculty members that they have suffered injury or damage because of a misinterpretation, misapplication, or violation of a provision of this Agreement.

- B. **Grievant** – The faculty member or members filing a grievance. Multiple grievances filed simultaneously over a common occurrence or event may be dealt with as a joint action with each grievant signing a common grievance form.
- C. **Local Representative** – The grievant’s representative shall be the person selected by the grievant to provide advice, support, consultation, and representation during the grievance process. A grievant may select as their grievance representative one of the four ECC-NEA elected officers (President, Vice President, Secretary, or Treasurer) or a grievance representative designated by ECC-NEA. No faculty member who requests the presence of such a representative may be required to discuss any formal written grievance if they request the presence of their grievance representative and the representative is not then available. The grievant may have more than one representative present at any hearing commencing at Step 3 of the Grievance Procedure described below if they so request. The area MNEA UniServ Director may attend any grievance conference with the permission of the grievant, provided that no less than two days of notice is provided to the Human Resources Director.
- D. **Supervisor** – The person to whom the grievant directly reports, which may be the Dean, a Coordinator, or Vice President of Academic Affairs.
- E. **Working Day** – A “working day” means a calendar day except a Saturday, Sunday, a scheduled holiday, or a recess observed by the College which is a designated work day for full-time faculty.

### **3. Steps in Grievance Process:**

Formal grievances shall be presented through the following procedure:

#### **A. Informal Discussion**

It is recommended that a potential grievant discuss issues informally with their immediate supervisor before filing a formal grievance. In any informal meeting of an investigative nature between a faculty member and an administrative representative in which the administrator is seeking information in which to impose discipline, the faculty member shall have the right to be accompanied by a grievance representative. An informal process is considered concluded after five (5) working days unless an extension of the informal process is mutually agreed upon.

This extension should not add more than ten (10) working days to the informal process so as not to inhibit the filing of a formal grievance. The administrator must respond in writing the results of the informal portion of the process within fifteen (15) working days of the initial informal discussion

#### **B. Step 1 – Supervisor Investigation of Formal Grievance**

1. Within sixty (60) working days after the event or occurrence giving rise to a grievance, or within sixty (60) working days from the date on which the faculty member should have reasonably known of its occurrence, the grievant shall present the grievance in writing to their appropriate immediate supervisor and the Human Resources Director. The writing statement of grievance shall include the following information:

- a. The name, rank, and position of the aggrieved party,
  - b. A statement of facts upon which the grievance is based,
  - c. Identification of any specific terms or provisions of this Agreement alleged to have been violated, misapplied, or misinterpreted,
  - d. The date on which the event or occurrence first took place,
  - e. The date of the initial submission of the formal grievance,
  - f. Such other information which the grievant deems relevant,
  - g. The remedy or relief requested by the grievant, and
  - h. The grievant(s) signature(s).
2. The appropriate supervisor and the Human Resources Director or designated representative, along with a designated note taker for the supervisor, shall hold a conference with the grievant and the grievant's ECC- NEA representative within ten (10) working days after the receipt of the grievance, shall conduct an investigation, and shall render a written decision to the grievant within ten (10) working days of the conference. If the supervisor fails to respond to the grievance within ten (10) working days, the grievance shall be considered denied and the grievant may move to Step 2 of the process in accordance with the designated timeline.
  3. The aggrieved party reserves the right to initiate an informal or formal grievance process in the following Fall or Spring semester if the initial event or occurrence giving rise to the grievance takes place in a time period in which fewer faculty working days remain in that contract period than specified in this process.
  4. Administration reserves the right to advance a grievance directly to Step 2 or Step 3 of the Appeal Process if the situation warrants.

C. Step 2 – Appeal to the CBA Grievance Review Committee

1. In the event the grievant is not satisfied with the decision at Step 1, they may appeal to the CBA Grievance Review Committee through the Director of Human Resources within ten (10) working days of receipt of the Step 1 findings.
2. Within five (5) days after the filing of the grievance appeal, the Director of Human Resources, Vice President of Academic Affairs or designee, and ECC-NEA designee shall jointly schedule the selection of the CBA Grievance Review Committee.
3. Upon selection of the CBA Grievance Review Committee, the Director of Human Resources or designee shall provide written notice to the grievant, appropriate administrator, and the selected committee members.

4. The membership of the CBA Grievance Review Committee shall be randomly selected from ECC-NEA members and consist of two (2) members and one (1) alternate, the Director of Human Resources or designee, and the Vice President of Academic Affairs or designee.
5. No member of the CBA Grievance Review Committee, or designees from Human Resources or the Office of Academic Affairs may serve on the committee if they have been directly involved with or a party to matters related to the grievance before the CBA Grievance Review Committee. Each CBA Grievance Review Committee shall be appointed and serve on an ad hoc basis until the Committee has issued its decision on the grievance in question.
6. In the event that a committee member wishes to disqualify themselves, the alternate committee member shall serve on the committee. The grievant may also challenge a committee member, who should then recuse themselves, and the alternate committee member shall serve. The grievant may only challenge one committee member. Disqualification must occur within five (5) working days of the committee's receipt of the grievance. An alternate member must be selected by the tenth (10<sup>th</sup>) working day. No member may abstain from voting.
7. The CBA Grievance Review Committee will convene its first meeting within five (5) working days of the date of notification to all parties of the selection of the Grievance Review Committee. At that meeting, the Committee must elect a chairperson and secretary, and receive all documents from Step 1 from the Director of Human Resources.
8. A hearing of the grievance in question shall be scheduled to occur within fourteen (14) days from the date of notification to all parties of the selection of the CBA Grievance Review Committee at a mutually acceptable time at the campus where the grievant is employed.
9. The grievant shall have the right of representation at the hearing as described in 2.c above.
10. The secretary of the CBA Grievance Review Committee shall ensure that an official record of the proceedings is taken in a manner agreed to by the parties. The grievant and the appropriate administrator shall each be provided a single copy of the recording if the grievance is subsequently appealed to Step 3.
11. The committee will review all information submitted at Step 1 and come to a consensus decision and provide reason(s) for that decision no more than ten (10) working days from the hearing of the grievance. The decision will be a written finding of the committee sent to the grievant and the Director of Human Resources. Any committee member may include a written dissent.

12. If the committee requires assistance in coming to a consensus decision, it may rely upon the services of an outside mediator such as the Federal Mediation and Conciliation Service.

D. Step 3 – Appeal to the President

In the event the aggrieved party is not satisfied with the decision in Step 2, they may, within ten (10) working days of receiving the written decision in Step 2 present an appeal in writing to the President of the College. With this appeal shall be included a copy of the original grievance and the written decisions received in Steps 1 and 2. Within ten (10) working days after receipt of the appeal, the President shall hold a conference and may conduct an investigation. Participants in the conference shall include the President and/or their authorized representative, the grievant, and the grievant's ECC-NEA representative. The meeting may include the Vice President of Academic Affairs, the Human Resources Director or designated representative, and the appropriate immediate supervisor, and/or the MNEA UniServ Regional Director. Such meeting may also include other persons as may be requested and agreed to by the Administration and the grievant. The President or authorized representative shall render a decision, in writing, within ten (10) working days after the conference.

E. Step 4 – Appeal to the Board of Trustees

1. In the event the grievant is not satisfied with the outcome in Step 3, they may, within ten (10) working days of receiving the written decision in Step 3, present an appeal in writing to the Board of Trustees. With this appeal shall be included a copy of the original grievance and the written decisions received in Steps 1, 2 and 3, and such other statements of information which the grievant deems relevant. The Board of Trustees shall review the grievance at a regular or special Board meeting within 35 calendar days of its receipt of the appeal unless the timeframe is extended by mutual agreement of the parties.
2. The Board of Trustees will take such steps to review the grievance as it deems advisable and appropriate, which may include providing the grievant with an opportunity to discuss the grievance in executive session. If the grievance is heard in executive session, the session shall include the grievant, the Board members, the College President and/or their authorized representative, and the grievant's ECC-NEA representative, and may include the Vice President of Academic Affairs, the appropriate immediate supervisor, the MNEA UniServ Regional Director or their authorized representative, and other persons requested and agreed to by the Administration and the grievant.
3. The Board and the grievant will select a time and location for such a proceeding. The Board chair or their designee shall preside over the discussion of the grievance. The Board of Trustees shall render a decision, in writing, within ten (10) working days after the regular or special Board meeting in which the grievance was considered. The Board's decision shall be final.
4. The Grievance documentation will be maintained in the Human Resources office in a file separate from the grievant's personnel file.

F. ECC-NEA Agreement Grievance Form

The ECC-NEA Agreement Grievance Form will be revised by September 1, 2018 to incorporate changes made to the procedures listed above. It will be available through Human Resources and on the ECC-NEA Moodle page.

### **ARTICLE XXXI: SHARED GOVERNANCE**

Faculty representatives shall be entitled to serve on College committees such as Shared Governance Council, Policy Development/Review, Academic Council, Faculty Development, Assessment, Budget, Insurance, and Strategic Planning.

### **ARTICLE XXXII: CONTRACT OVERSIGHT AND PLANNING COMMITTEE**

1. A committee composed of two (2) representatives of the College and two (2) representatives of ECC-NEA will be chosen by the College President and ECC-NEA President, respectively, to oversee implementation of this Agreement, make revisions as required by any changes in law, and to plan for the next round of negotiations.
2. The committee will meet periodically to assess both parties' compliance with the provisions of the Agreement. Should either the College or ECC-NEA want to modify the Agreement during the length of the Agreement either party shall notify the other in writing. However, nothing shall compel either party to re-open the Agreement unless a provision shall be deemed unlawful.
3. The committee will meet no less than six (6) months prior to the expiration of this Agreement to negotiate in good faith a successor Agreement. The ground rules, timeline, and protocols of the bargaining shall be agreed upon prior to the beginning of bargaining.

### **ARTICLE XXXIII: EMERGENCY CONDITIONS AND DISASTERS**

The Board of Trustees of East Central College reserves its legal responsibility and prerogative to act in all matters as it deems necessary to serve the interests of the College and the public. The Board may alter the terms of this Agreement where, in its opinion, an emergency situation has caused the College or the community to suffer serious damage due to events such as natural disasters, acts of war or terrorism, or epidemic. In the event of a serious financial situation that could not have been anticipated at the time of the Agreement, the College shall also reconvene with the ECC-NEA representatives to discuss the situation and collaborate on possible solutions. The terms of the Agreement will be reinstated when, in the opinion of the Board, the College is able to resume normal operations and has achieved financial solvency.

### **ARTICLE XXXIV: CONTINGENT INSTRUCTION ADJUSTMENTS**

1. An Instructional Task Force consisting of Deans, Department Chairs, select faculty (representing all academic divisions), Online Learning representative, Advising representative, Academic Support representative, and other individuals as needed will convene during periods of uncertainty and change to provide input and recommendations, and inform the Office of

Academic Affairs regarding instructional impact and opportunities. The Deans will serve as co-chairs and facilitators. At least one of the representatives shall be an ECC-NEA member.

2. Should an emergency situation arise during the academic year that requires instruction to be delivered in an alternate or remote format, faculty will.
  - a. Provide students, in writing, the change in class format.
  - b. Update and post course syllabi on the learning management system.
  - c. Provide alternative instruction via the learning management system (or other approved system) that meets the credit hour requirement and objectives of the faculty's established teaching load. Remote delivery may include synchronous remote learning, asynchronous remote learning, or a mix of modalities.
  - d. Distance/remote learning resources are available for faculty members prior to and during an emergency situation.
3. If instructional design must occur during off-contract time, Article XI: Special Project Assignments will apply.

### **ARTICLE XXXV: FACULTY FURLOUGHS**

As a result of reductions in state aid to community colleges, the College has established a goal of reducing base payroll by 5% for Fiscal Year 2021. Furloughs have been utilized for administrative, professional, and classified staff. Faculty furloughs will be implemented as follows:

1. Furlough Accounts will be established for each full-time faculty member, and will include the targeted 5% of faculty base salary for each member, the daily rate of base salary (base salary/164 contract days), and the measures selected to reach the 5% target.
2. Faculty Development funds shall be allocated as follows:
  - a. Faculty Development funds unused in FY20 will revert to the General Fund of the College, with each full-time faculty member receiving a furlough credit equivalent to the remaining funds divided by the number of full-time faculty. The credit will apply toward the target.
  - b. Faculty Development funds for FY21 will be budgeted at \$15,000 (per Article. XVII), a reduction of \$10,000 from FY20. Each full-time faculty member will receive a furlough credit equal to \$10,000 divided by the number of full-time faculty. The credit will apply toward the target. The reduced budget for Faculty Development is for FY21, and the College commits to budgeting \$25,000 for Faculty Development funds in FY22.
3. The remaining target may be reached with one or more of the following options:
  - a. Four furlough days will be scheduled by Administration in consultation with the Instructional Task Force, as follows: two in the Fall Semester, 2020, and two in the Spring Semester, 2021, to be held on selected Fridays. Meetings will not be scheduled on these days, and faculty may use these days, at the individually calculated daily rate, to apply toward the target.

- b. Faculty members have the option of returning to the General Fund any Professional Development funds in excess of \$250 account balance.
  - c. Faculty may elect to teach an overload section for no, or reduced, additional compensation. The applicable overload rate for each faculty member, as otherwise defined in the agreement, will be used to determine the cost of the individual faculty member teaching the overload section. The faculty member utilizing this option will agree to teach the overload section for an amount not to exceed the target reduction, less any Faculty Development credits and/or furlough days credited toward the target.
  - d. Faculty members may schedule additional furlough days beyond the four established in 2(a) of this Article, in order to meet the individual target.
  - e. At the close of Academic Year 2021, any remaining furlough reduction in pay necessary to meet the individual target established above shall be deducted from the faculty member's compensation for the remainder of the contract period, with the total amount of furlough time, furlough credits, Overload savings, and payroll withholdings not to exceed 5% of base salary for FY21.
4. The furlough accounts as defined in (1) shall be administered by the Office of Academic Affairs and shall be established within a spreadsheet or equivalent working document for purposes of tracking the savings for individual faculty. The term "furlough accounts" is descriptive for purposes of this Agreement and is not meant to establish or imply the creation of an individual fund account within the College's financial records system.

#### **ARTICLE XXXVI: SAVINGS CLAUSE**

- 1. If any term or provision of this Agreement is held by a Court of the State of Missouri or by any Federal Court to be contrary to law, then such term or provision will be deemed null and void and shall no longer be valid, to the extent required by such Court decision, and all other provisions or applications shall continue in full force and effect, subject to applicable law and the rights of the Board of Trustees.
- 2. If the law of the State of Missouri or any Federal law is changed while the Agreement is in effect which would alter the terms of the Agreement, the Board may refer all or portions of the Agreement back to the representatives of the College and the Association for further discussion, consideration and recommendations on the issue so that the Agreement conforms to the change in the law.



## GLOSSARY OF TERMS

Term	Definition
Academic Freedom	A scholar's freedom to express ideas without risk of official interference or professional disadvantage.
Activity Period	A set period of time set aside in order to facilitate campus activities, committee meeting times, and avoid conflicts with teaching.
Agreement	A contract duly executed and legally binding
Annual Contract	An annual contract is considered probationary and may be given annually for regular full-time faculty positions.
Assessment	Educational assessment is the systematic process of documenting and using empirical data on the knowledge, skill, attitudes, and beliefs to refine programs and improve student learning
Bargaining Unit Member	A bargaining unit, in labor relations, is a group of employees with a clear and identifiable community of interests who are (under U.S. law) represented by a single labor union in collective bargaining and other dealings with management.
Board of Trustees	Elected by the College Constituents, the Board of Trustees is the governing body of the East Central College. Trustee responsibilities include: Making legal and fiduciary decisions. Approving the organization's mission, strategic goals, and objectives. Establishing policies related to membership, programs, and services.
Board Policy	A "policy" is any standard, statement, or procedure of general applicability adopted by the Board of Trustees pursuant to authority delegated by law or the Board of Governors.
College	East Central College, Union, Missouri.
College Committee	Academic or Advisory Committee formed by the Vice President of Academic Affairs or another administrator. Each committee shall organize and direct its meetings toward the effective accomplishments of the responsibilities, goals, and/or charge.
College Service	All activities at the College not included in the primary assignment. Service to College includes participation in shared governance, and by involvement in standing committees, hiring committees, and task force groups. However, College service is not exclusive to committee work. Of equal importance are individual efforts to improve the operation, systems, and/or faculty/staff, and student performance on an innovative, regular, and continual basis.
Continuous Contract	A continuous contract may be recommended for a faculty member under annual contract, but only after the employee has been employed full-time as faculty in the same discipline, or a secondary discipline as approved by the College, for a total of five years.

<b>Term</b>	<b>Definition</b>
Course Assessment	Assessment to determine the extent to which a specific course is achieving its stated learning goals.
Credit Hour Equivalencies	The calculation of the equivalent teaching load for courses not taught in the standard lecture format or for courses in which content or pedagogy requires a different load measurement than their published credit hours.
Department Chair	A full-time faculty member on continuous contract, appointed by the Vice President of Academic Affairs to oversee their department.
Departmental Assessment	Assessment to evaluate the effectiveness of its programs in terms of measurable student outcomes.
Departmental Seniority	The length of time that a full-time faculty has served full-time in a specific department
Developmental Coursework	A comprehensive research-based framework that empowers underprepared learners to achieve intellectual, social, and emotional growth.
Discipline/Program Assessment	Defining, measuring, and improving student learning. Determine whether students are learning what the program says they are; Identify strengths and weaknesses of the program in meeting defined learning outcomes; Make changes based on assessment results to improve the program.
ECC-NEA	East Central College chapter of the National Education Association, a labor union and professional interest group in the United States.
Employee	Part-time and full-time members of the faculty, staff, all other agents, and employees.
Equity	Ensuring that each faculty member receives what they need to be successful through intentional design.
Extra Duty Work	Duties or services performed on behalf of the College/Department/Division that is outside the scope of the faculty contract and/or job description.
Faculty Evaluation	Useful and substantive assessment of performance, recognition, and acknowledgement of good performance, and ensure they have the necessary resources to advance teaching and learning, participate in professional growth, develop leadership skills, and further scholarship in their discipline.
Faculty Seniority	Years of full-time faculty service to a specific department/discipline.
Financial Exigency	An imminent financial crisis which threatens the viability of an agency, institution, office, or department as a whole, or one or more of its programs,” including a “discipline, or specialty within a discipline.

<b>Term</b>	<b>Definition</b>
Grievance	A grievance is a claim by one or more faculty members that they have suffered injury or damage because of a misinterpretation, misapplication, or violation of a provision of this Agreement.
Grievant	The faculty member or members filing a grievance. Multiple grievances filed simultaneously over a common occurrence or event may be dealt with as a joint action with each grievant signing a common grievance form.
Higher Learning Commission	The Higher Learning Commission, also known as the HLC, is an organization responsible for accrediting colleges in the United States. It is one of just a handful of organizations that operates with approval from the United States Department of Education.
Individual Professional Development Accounts	A College held account each faculty may accrue up \$2,500 to be used for professional development. i.e. faculty 22-account
In-Service	At the beginning of each semester, faculty gather for various activities, including meetings, workshops, and course planning.
Institutional Seniority	The length of time that a full-time faculty has been full-time at the college.
Intellectual Property	A work or invention that is the result of creativity, such as a manuscript or a design, to which one has rights and for which one may apply for a patent, copyright, trademark, etc.
Intersession	A short university term in which sixteen weeks of course material is covered in three or six weeks of intensive study.
Inventions	All devices, discoveries, processes, methods, uses, products, or combinations, whether or not patented or patentable at any time under the Federal Patent Act as now existing or hereafter amended or supplemented.
Limited Term Contract	Limited term employees are those persons who are appointed to perform a grouping of duties and responsibilities on a non-project basis. LTE positions are temporary in nature and the conditions for these appointments do not provide for attainment of permanent status.
Local Representative	The grievant's representative shall be the person selected by the grievant to provide advice, support, consultation, and representation during the grievance process. (See Grievance; See Grievant)
Low Enrollment Courses	Courses that fall under the standard course size. (See Standard Course Size)

Term	Definition
Memorandum of Understanding	A memorandum of understanding (MOU) is a nonbinding agreement between two or more parties outlining the terms and details of an understanding, including each parties' requirements and responsibilities.
Missouri Open Records Law	"It is the public policy of this state that meetings, records, votes, actions, and deliberations of public governmental bodies be open to the public unless otherwise provided by law."
New Faculty	A faculty member during their first full year of employment at ECC as a full-time instructor, regardless of previous experience.
Non-Teaching Duties	Those duties performed by a full-time faculty on continuous contract who have moved into a position where instruction is no longer the main duty, e.g. ??
Normal Teaching Load	15 credit hours per semester or 30 credit hours per academic year.
Office Hours	The specific times a faculty is physically in their office to be available to students.
Primary Discipline	An academic discipline or field of study is a branch of knowledge, taught and researched as part of higher education. A scholar's discipline is commonly defined by the university faculties and learned societies to which he or she belongs and the academic journals in which he or she publishes research.
Professional Development	A wide variety of specialized training, formal education, or advanced professional learning intended to help administrators, faculty, and other educators improve their professional knowledge, competence, skill, and effectiveness.
Rank and Promotion	A professional development program for faculty at the College. The system will combine teaching effectiveness, professional growth and service, graduate credit, related work experience, and time in grade as the criteria for rank promotion. This plan applies only to persons on a full-time faculty contract. The following ranks apply: Instructor (default rank at hire), Assistant Professor, Associate Professor, and Professor.
Reassigned Time	Authorized time assigned to a faculty member to perform duties and responsibilities other than normal teaching duties without a change in pay.
Reduction in Force	A reduction in force (RIF) is defined as a separation from employment due to lack of funds, lack of work, redesign or elimination of position(s) or reorganization, with no likelihood or expectation that the employee will be recalled because the position itself is eliminated.

Term	Definition
Regular Full-time Faculty	Faculty members whose annual release time is less than 60 percent and whose remuneration is funded primarily by institutional funds rather than external sources such as a grant (“grant-funded positions”).
Savings Clause	A provision in a statute or contract that if any clause is determined to be unenforceable, the remainder of the statute or contract will remain intact and enforceable.
Seniority Rotation Roster	A rotation list based on the length of time that a faculty has served in a specific discipline.
Sequential Coursework	A sequence of courses that build upon each other.
Shared Governance	A responsibility for institutional decisions is shared among governing boards, district administrators, and faculty, with joint recognition and respect for the participation of staff and students
Special Project Assignments	A project outside the scope of the faculty member's contract and/or job description, performed outside of normal work responsibilities created to promote opportunities for faculty to serve the College and be recognized and valued for the extra work they do.
Standard Course Size	The number of students a course will hold as determined by faculty in the discipline and the Credit Hour Equivalency Committee.
Student Works	Intellectual property produced through individual initiative as part of a student’s coursework ordinarily belongs to the student. This includes papers, artistic and musical works, and other creative works made by students in the instructional process. Ownership of student works made during the course of employment or internship at the College shall be assigned to the College.
Students	Any person officially enrolled in one or more classes or activities offered by the College.
Supervisor	The person to whom the faculty directly reports, which may be the Department Chair, Dean, Coordinator, or Vice President of Academic Affairs.
Transfer Coursework	The procedure of granting credit to a student for educational experiences or courses undertaken at another institution.
Unpaid FMLA Leave	"FMLA" refers to the Family and Medical Leave Act, which is a federal law that guarantees certain employees up to 12 workweeks of unpaid leave each year with no threat of job loss.

Term	Definition
Variable Work Load	Variations in a faculty's course load that is mutually agreed upon. The faculty load by semester can be variable based on a number of factors; however, the faculty maintains an academic year load of 30 credit hours.
Work-for-Hire	Copyrightable intellectual property, which is deliverable to the College, prepared by an employee within the scope of their employment, or produced as a result of a commission or agreement between the College and an employee, student, or volunteer.
Working Day	A “working day” means a calendar day except a Saturday, Sunday, a scheduled holiday, or a recess observed by the College which is a designated work day for full-time faculty.

## **APPENDIX A: SUPPLEMENTAL LETTERS OF AGREEMENT**

### **Supplemental Letter A: Common Activity Period**

A work group including but not limited to ECC-NEA members, Coordinator of Student Life and Leadership, and representation from Deans and Student Development will be formed to create a plan for a Common Activity Period, in accordance with Article XVIII. The work must be completed and approved by the ECC-NEA/Administrative Negotiation Teams no later than October 9, 2020 and will go into effect for the 2021-2022 academic year.

### **Supplemental Letter B: Certification Designations for CTE Faculty**

A committee comprising faculty and administration/staff will research, develop, and produce recommendations regarding the recognition of field/industry experience, as well as industry-recognized credentials, for Career and Technical Education (CTE) faculty. If applicable, this experience and/or credentials will be utilized similarly to academic degrees when establishing salaries at time of employment and/or in accordance with the approved salary schedule. Faculty members on the committee will be representative of the range of CTE programs offered by the College and include a minimum of one ECC-NEA member.

### **Supplemental Letter C: Faculty Role in the Advising Model**

A work group will be formed consisting of ECC-NEA members (Union and Rolla), Vice President of Academic Affairs, Vice President of Student Development, representatives from general advising (Union and Rolla), Director of Advising and Counseling, and Retention Coordinator. The group will formally develop a plan to involve faculty in the advising process to promote full implementation of the Guided Pathways Model. The work must be completed by December 2020 for implementation for Spring 2021.

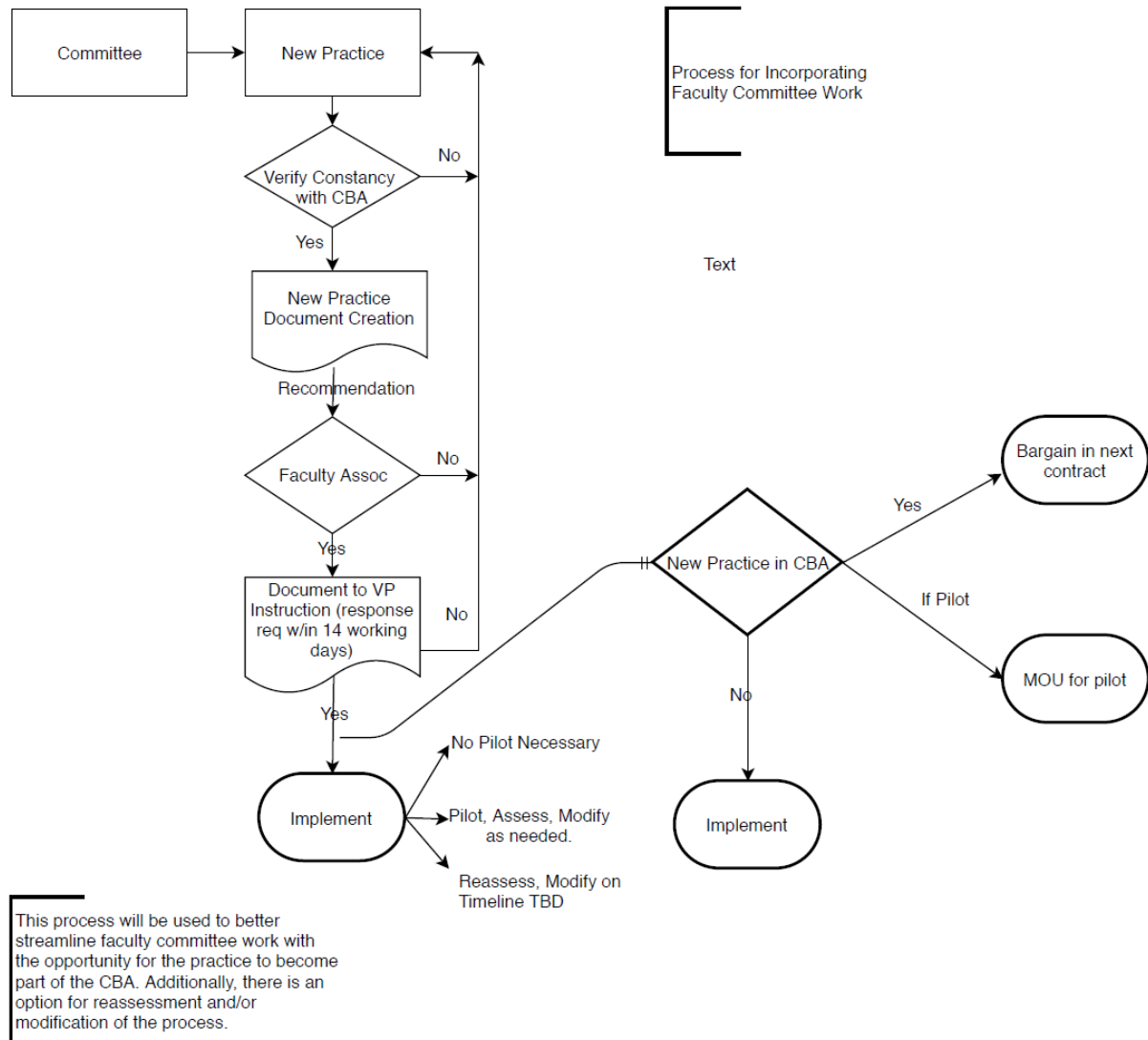
### **Supplemental Letter D: Sabbatical Leave**

A work group consisting of one faculty representative from the following groups: ECC-NEA Executive Council, Bargaining Team, ECC-NEA member at large, Shared Governance, and the Vice President of Academic Affairs and Human Resource Director will convene in Fall 2020 to work on formalizing the procedure, application and rubric, and agreement (reporting back after leave, etc.). These documents will be ready to present to the 2021-2022 bargaining team for inclusion into the CBA and/or distributed to faculty for reference.

### **Supplemental Letter E: Diversity, Inclusion, and Equity Training**

ECC's Notice of Non-Discrimination states that East Central College does not discriminate on the basis of race, color, religion, national origin, ancestry, gender, sexual orientation, age, disability, genetic information, or veteran status. The College has also adopted as part of its Strategic Plan the Value of Diversity, and an Institutional Student Learning Outcome of Social Responsibility; in addition, the Missouri Department of Higher Education and Workforce Development launched the Missouri Equity Project in 2019. In accordance with ECC's commitments and the state's goals to make higher education more equitable and inclusive, faculty should be encouraged and expected to receive and complete trainings that will improve and enhance an environment of inclusion for students and colleagues. In Fall 2020, a work group including but not limited to Civic and Community Engagement Committee chairs and co-chairs, an ECC-NEA representative, a Human Resources representative, the Vice President of Academic Affairs, the Institutional Effectiveness Director, the Coordinator of Student Life and Leadership, and an ECC Counselor, shall convene to research and develop a recommendation for workshops/trainings. The group will present its recommendations by December 2020.

## APPENDIX B: COMMITTEE WORK AND IMPLEMENTATION PROCESS





**APPENDIX C: VARIABLE LOAD REQUEST FORM**  
**Variable Load Request Form**

Written requests explaining the reason for anticipated variable load shall be submitted to the Department Chair/Program Coordinator by **October 1** for the following spring and **February 1** for the following fall.

Name \_\_\_\_\_ Date \_\_\_\_\_

Department \_\_\_\_\_ Budget # \_\_\_\_\_

Semester for Variable Load \_\_\_\_\_ Number of requested CH \_\_\_\_\_

Briefly describe the purpose for variable load:

Identify mutually agreed upon plan for making up reduced load:

Select one option:

\_\_\_\_\_ Make up a reduced load in the fall by teaching additional courses in the same academic year without additional compensation.

\_\_\_\_\_ Make up a reduced load for spring semester by teaching during the following summer semester without additional compensation.

\_\_\_\_\_ Teach more than the regular semester load during the prior fall semester of the same academic year without additional compensation.

\_\_\_\_\_ Take on additional duties or projects during an immediately preceding or immediately following semester without additional compensation.

\_\_\_\_\_ Other option as mutually agreed upon by faculty and administration. Describe option:

We certify that the above information is accurate and verify that both faculty and administration have discussed the purpose of the variable load and the option for making up the credit hours.

Signatures:

\_\_\_\_\_  
Faculty Date

\_\_\_\_\_  
Department Chair/Coordinator Date

\_\_\_\_\_  
Academic Dean Date

\_\_\_\_\_  
Vice President of Academic Affairs Date

Approved ☐ yes ☐ no Reason: \_\_\_\_\_

Approved ☐ yes ☐ no Reason: \_\_\_\_\_

## APPENDIX D: SPECIAL PROJECT REQUEST FORM

### Special Project Request Form

Written requests for special projects shall be submitted to the Department Chair by **October 1** for the following spring and **February 1** for the following fall. Exceptions may be made in the case of projects that may be time-sensitive and fall outside these parameters. *See Article XI: Special Project Assignment*

Name \_\_\_\_\_ Date \_\_\_\_\_

Department \_\_\_\_\_ Budget # \_\_\_\_\_

Semester for Special Project \_\_\_\_\_ Requested Compensation \_\_\_\_\_

Briefly describe the proposed Special Project:

Identify mutually agreed upon plan, which will be accompanied by a Memorandum of Understanding (MOU):

Select one option:

\_\_\_\_\_ Reassigned Time

\_\_\_\_\_ Stipend

\_\_\_\_\_ Variable Load

\_\_\_\_\_ Other option as mutually agreed upon by faculty and administration. Describe option:

Faculty will be notified of the status of their Special Project proposal within a reasonable timeline. Upon acceptance or denial, faculty will receive notification with rationale.

\_\_\_\_\_  
Faculty Date

\_\_\_\_\_  
Department Chair/Coordinator Date

\_\_\_\_\_  
Academic Dean Date

\_\_\_\_\_  
Vice President of Academic Affairs Date

Approved ☐ yes ☐ no Reason: \_\_\_\_\_

Approved ☐ yes ☐ no Reason: \_\_\_\_\_

## APPENDIX E: FACULTY HONORARIUM REQUEST FORM

### Faculty Honorarium Request Form

Name: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Department: \_\_\_\_\_

Date of Activity: \_\_\_\_\_

- ☐ Presenting at a regional or national conference: \$150 (limit \$300 per academic year),
- ☐ Publishing, performing, or displaying original work at professional recognized, juried, regional, or national venues: \$100 (limit \$200 per academic year).
- ☐ Leading designated internal workshops, trainings, or speaking engagements: \$50 - \$100 (limit \$200 per academic year).
- ☐ Special Projects approved by the Vice President of Academic Affairs in accordance with Article XI: Special Project Assignments.
- ☐ For informational purposes only. Please add to the Faculty Professional Development database.

Activity Name: \_\_\_\_\_

Activity Location: \_\_\_\_\_

Activity Description: \_\_\_\_\_

Please attach supporting documentation, i.e. activity/conference program/agenda, link to publication, Special Project approval form, etc.

Signatures:

\_\_\_\_\_  
Faculty

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vice President of Academic Affairs

\_\_\_\_\_  
Date

**EAST CENTRAL COLLEGE  
BOARD OF TRUSTEES MEETING  
July 16, 2020**

**AGENDA ITEM 8: BANK RESOLUTION**

**Recommendation:** To **approve** the following Board members and East Central College employees as authorized signers on United Bank of Union accounts as outlined in the authorization resolution attached:

Carl J. Bauer, ECC President  
Annette Moore, ECC Director of Financial Services  
Eric Park, ECC Board of Trustees Treasurer

Attachment

7/16/2020

Section 8, Page 1

**East Central College**

1964 Prairie Dell Road, Union, Missouri 63084

(636) 584-6501

FAX (636) 583-6602

# Corporate Authorization Resolution

UNITED BANK OF UNION

By: JUNIOR COLLEGE DISTRICT  
OF EAST CENTRAL MISSOURI

PO BOX 500  
UNION MO 63084

1964 PRAIRIE DELL RD  
UNION MO 63084-4344

*Referred to in this document as "Financial Institution"*

*Referred to in this document as "Corporation"*

I, Ina Hays, certify that I am Secretary (clerk) of the above named corporation organized under the laws of Missouri, Federal Employer I.D. Number 43-0910391, engaged in business under the trade name of JUNIOR COLLEGE DISTRICT, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on 07/14/2020 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

**Agents.** Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. Donald Eric Park, Treasurer	X _____	X _____
B. Carl J Bauer, President	X _____	X _____
C. Annette Moore, DOF	X _____	X _____
D. _____	X _____	X _____
E. _____	X _____	X _____
F. _____	X _____	X _____

**Powers Granted.** (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
-----	(1) Exercise all of the powers listed in this resolution.	-----
ABC	(2) Open any deposit or share account(s) in the name of the Corporation.	1
ABC	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	1
-----	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	-----
-----	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	-----
ABC	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	1
-----	(7) Other:	-----

**Limitations on Powers.** The following are the Corporation's express limitations on the powers granted under this resolution.

## Resolutions

**The Corporation named on this resolution resolves that,**

- (1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated in this resolution, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.



- (5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

**Effect on Previous Resolutions.** This resolution supersedes resolution dated 07/31/2019 . If not completed, all resolutions remain in effect.

#### **Certification of Authority**

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

☐ If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on  
(date).

\_\_\_\_\_  
Secretary  
INA HAYS

\_\_\_\_\_  
Attest by One Other Officer

#### **For Financial Institution Use Only**

Acknowledged and received on

(date) by EL (initials)

☐ This resolution is superseded by resolution dated

**Comments:**

**EAST CENTRAL COLLEGE  
BOARD OF TRUSTEES MEETING  
July 16, 2020**

**AGENDA ITEM 9: REPAIRS TO BRIDGE BETWEEN BUESCHER HALL AND  
SHOOK STUDENT CENTER**

An update will be provided regarding structural damage to the bridge between Buescher Hall and Shook Student Center due to aging of the structure.

7/16/2020

Section 9, Page 1

**East Central College**

1964 Prairie Dell Road, Union, Missouri 63084

(636) 584-6501

FAX (636) 583-6602



**EAST CENTRAL COLLEGE  
BOARD OF TRUSTEES MEETING  
July 16, 2020**

**AGENDA ITEM 10: \*PERSONNEL**

**A. APPOINTMENT**

**Recommendation:** To **approve** the appointment of Brittany Yoakum as Nursing Instructor, effective August 17, 2020 with an annual salary of \$48,714.

Attachment

7/16/2020

Section 10, Page 1

**East Central College**

1964 Prairie Dell Road, Union, Missouri 63084  
(636) 583-5195, Ext. 2201  
FAX (636) 583-6602



## HUMAN RESOURCES

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TO: Dr. Jon Bauer, College President  
DATE: July 8, 2020  
FROM: Wendy Hartmann, Human Resources Director  
RE: Recommendation to Hire – Nursing Instructor

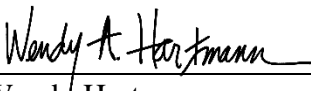
Please accept the Search Committee's recommendation to hire Ms. Brittany Yoakum as the full-time Nursing Instructor effective August 17, 2020 with an annual salary of \$48,714. Nancy Mitchell, Dean of Health Science, served as search committee chair and is the hiring manager for this position. Robyn Walter, Vice President of Academic Affairs, approved the recommendation to hire.

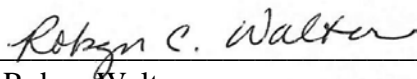
Ms. Brittany Yoakum's experience includes, but is not limited to the following:

- Registered Nurse: Cardiac Telemetry Unit – Mercy Washington 2017 – Present
- Adjunct Instructor – East Central College 2018 – Present
- Registered Nurse: GI Lab – Mercy Washington 2014 – Present
- Registered Nurse: Medical/Surgical Intensive Care Unit – Mercy St. Louis 2012 – 2013
- Patient Care Associate: Medical/Surgical ICU – Mercy St. Louis 2010 – 2012

Ms. Brittany Yoakum received her Bachelors of Science in Nursing from Southeast Missouri State. She will receive her Masters of Science in Nursing Education July 2020.

Recommendation signatures:

  
\_\_\_\_\_  
Wendy Hartmann  
Director of Human Resources

  
\_\_\_\_\_  
Robyn Walter  
Vice President, Academic Affairs

**EAST CENTRAL COLLEGE  
BOARD OF TRUSTEES MEETING  
July 16, 2020**

**AGENDA ITEM 11: ADJOURNMENT**

**Recommendation:** To **adjourn** the July 16, 2020 meeting of the Board of Trustees.

7/16/2020

Section 11, Page 1

**East Central College**

1964 Prairie Dell Road, Union, Missouri 63084  
(636) 583-5195, Ext. 2201  
FAX (636) 583-6602